

Manasquan Board of Education & Manasquan Education Association

Memorandum of Agreement

FINAL

- Matter in strikethrough font ~~thus~~ is existing text intended to be removed from the current agreement.
- Matter in bold font **thus** is new text intended to be added to the text of the current agreement.

1. Amend Article 4 (Employee Rights and Privileges) by adding a section "F." as follows:

"F. An employee shall immediately report in writing (if able) any case of physical or verbal assault or battery upon his or her person arising out of, or in connection with, his or her employment duties. Such matters shall be immediately reported to the principal or immediate supervisor. Such cases will be handled by administration as soon as possible. When absence arises out of or from such assault or injury, the employee may be entitled to Workers Compensation."

2. Amend Article 5 (Association Rights and Privileges), Section K. as follows:

~~"Effective 7/1/2015 W~~with the recommendation of the Superintendent and approval of the Board, bargaining unit members may enroll their children in the high school ~~half the annual pupil tuition rate or the~~ and elementary school tuition free. ~~Any employee hired prior to 7/1/2005 will be grandfathered with free high school tuition.~~ Any ENROLLMENT determination shall not be subject to the grievance procedure.

If a bargaining unit member's child enrolled under this provision newly enrolls in the District on or after September 1, 2018 and requires additional special educational services beyond that of a general education environment, it shall be at the bargaining unit member's expense and they shall reimburse the Board of these additional itemized costs."

3. Amend Article 8 (Teachers' Hours and Teaching Loads), Section A.1. as follows:

~~"1. Teachers shall indicate their presence~~ **daily by electronically signing in** ~~for duty by placing a check mark in the appropriate column of the faculty sign-in roster. Teachers signing in late shall be required to indicate the time of arrival and initial same. Teachers shall indicate their departure at the end of the school day by electronically signing out placing a check mark in the appropriate column of this roster."~~

4. Amend Article 8 (Teachers' Hours and Teaching Loads), Section J. as follows:

~~"MES teachers shall participate in one additional parent-teacher conference to be scheduled in the evening~~ **which shall but not conclude later than 8:00 P.M.** ~~on the same day as an afternoon parent-teacher conference."~~

5. Amend Article 10 (Educational Secretaries' Work Schedule) by adding a section "E." as follows:

"E. If secretarial employees are assigned to work hours beyond their work schedule, such as evening events, graduation, etc., they shall be granted compensatory time rounded to the nearest half day with a minimum of one-half day of compensatory time awarded."

6. Amend Article 11 (Custodial Employee's Holiday Schedule), Section A. as follows:

"A. Custodial employees shall be entitled to thirteen (13) paid holidays per year pursuant to a schedule of holidays approved by the board of education. The paid holidays shall include:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day **(and weekend extension, if any)**
Independence Day **(and weekend extension, if any)**
Labor Day
Columbus Day **or Indigenous Peoples' Day**
General Election Day
Veterans' Day
Thanksgiving Day
Christmas Day.

A Memorial Day weekend extension is defined as any weekday immediately adjacent to Memorial Day or the Memorial Day weekend on which school is not in session for students."

7. Amend Article 12 (Employment Procedures), Section F. as follows:

"F. Secretarial candidates with experience may receive credit for prior experience, salary to be determined at the time of hiring according to the appropriate salary schedule ~~and with due consideration given to the budget appropriation.~~ Future increments will be according to the appropriate salary schedule."

8. Amend Article 12 (Employment Procedures), Section J. as follows:

"J. A terminated paraprofessional shall receive **thirty (30) days ~~2 (two) weeks~~ notice of termination or **thirty (30) days** ~~2 (two) weeks~~ pay in lieu of notice."**

9. Amend Article 13 (Vacations), Section A. as follows:

"A. Only custodial employees employed on a 12-month basis are entitled to vacation leave. The vacation policy for custodial employees employed on a 12-month basis is as follows:

At the time of hire, a custodian will be granted a pro-rated number of vacation days, up to 10, one for each full month they will be employed prior to July 1. On July 1 of each year, each custodian will receive their vacation days to be used in that contract year (beginning July 1) according to the schedule below. The "years service" must be full years completed as of July 1:

~~1 year~~— less than ~~5~~ 7 years service: 10 days
5 7 years – less than ~~10~~ 14 years service: 15 days
10 14 years service and up: 21 days"

10. Amend Article 13 (Vacations), Section E. as follows:

"E. Educational secretaries employed on a 12-month basis are entitled to vacation leave. The vacation policy for education secretaries employed on a 12-month basis is as follows:

At the time of hire, a secretary will be granted a pro-rated number of vacation days, up to 10, one for each full month they will be employed prior to July 1.

On July 1 of each year, each secretary will receive their vacation days to be used in that contract year (beginning July 1) according to the schedule below. The "years service" must be full years completed as of July 1.

~~1 year~~— less than ~~5~~ 7 years service: 10 days
5 7 years – less than ~~10~~ 14 years service: 15 days
10 14 years service and up: 21 days"

11. Amend Article 14 (Uniforms), Section A. as follows:

"The Board agrees to provide the following uniforms to a newly hired custodian as soon as practicable or to existing custodians annually by the dates listed below:

5 shirts each year by August 1st.

5 pairs of pants or shorts or any combination thereof each year by August 1st.

2 sweatshirts each year by September 15th.

1 spring jacket every other year by September 15th.

1 winter jacket every other year by November 15th.

2 smocks each year by August 1st.

Rain gear shall be available in each building.

Upon request by the custodian and with the approval of the custodial supervisor, uniform quantities may be changed or amended provided there is no increased cost to the Board.

The Board agrees to provide each full-time custodial employee a **\$300.00** ~~\$200.00~~ (three ~~two~~ hundred dollar) annual shoe allowance issued by August 1st, for the purchase of ANSI approved shoes.

Employees shall submit a receipt and shall be paid by purchase order. All employees shall be required to wear the uniforms provided by the Board of Education."

12. Amend Article 15 (Salaries), Section A. as follows:

"A. The salaries of all employees covered by this agreement are set forth in the schedules attached hereto and made a part hereof.

Effective July 1, ~~2023~~ ~~2018~~ ~~teachers, athletic trainer, secretaries, and custodians teacher~~ shall receive an increase on average of ~~3.6%~~ ~~3.0%~~ inclusive of increment. **Effective July 1, 2023, paraprofessionals shall receive an increase on average of 5.8% inclusive of increment.**

Effective July 1, ~~2024~~ ~~2018~~ ~~all employees teacher~~ shall receive an increase on average of ~~3.6%~~ ~~3.5%~~ inclusive of increment.

Effective July 1, ~~2025~~ ~~2018~~ ~~all employees teacher~~ shall receive an increase on average of ~~3.6%~~ ~~3.5%~~ inclusive of increment.

Effective July 1, ~~2026~~ ~~2018~~ ~~all employees teacher~~ shall receive an increase on average of ~~3.6%~~ ~~3.5%~~ inclusive of increment.

Effective July 1, ~~2027~~ ~~2018~~ ~~all employees teacher~~ shall receive an increase on average of ~~3.6%~~ ~~3.5%~~ inclusive of increment.

~~Secretaries, custodians, and paraprofessionals shall receive the same percentage increased as above.~~

Schedule "C" ~~stipends~~ shall be increased by ~~3.6%~~ ~~3.5%~~ ~~include of increments~~ in each year of the agreement. **Employees receiving \$200.00 as longevity added to a Schedule "C" stipend during the 2022-23 school year will continue to receive it if appointed to the same Schedule "C" position. No new longevity amount shall be added to any schedule "C" stipends effective July 1, 2023.**

~~Guide enhancement money in the total amount of \$5,000 in Year 1 of the agreement and \$75,000 in each of years 2 through 5 of the agreement will be provided to improve the salary guide, only in the event that enrollment in the HSA of eligible members is at least 10% at the end of the Spring open enrollment period. In the event enrollment in the HSA falls below 10%, the parties agree to renegotiate the enhancement money at the end of that fiscal year for the remaining years of the agreement.~~

Salary guides shall be mutually developed and payments shall be retroactive to July 1, ~~2023~~ ~~2018~~ from the date of ratification, based on the previously agreed upon scatter gram dated **April 6, 2023** ~~January 17, 2018~~.

13. Amend Article 15 (Salaries), Section A.1 as follows:

"1. Any teacher who teaches an additional class shall be compensated **\$8,000.00** ~~\$7,500~~ per year, or pro-rated equivalent for marking period, semester, or shorter-term additional teaching assignment. If the master schedule or class period duration is changed, the amount of the payment shall be

renegotiated. ~~Effective with the 2013-2014 School Year and afterwards this article shall be modified as follows:~~

- a. Administration may assign a maximum of one (1) teaching staff member per department to teach an extra class if insufficient volunteers are available. Any teacher teaching an extra class will be assigned one-half the number of duty periods as a teacher with a normal teaching load.
- b. The Administration agrees to post the open position/block.
- c. Administration agrees to provide a copy of the list of volunteers choosing to teach the fourth block.
- d. The departments for assignment are: Math, English, Social Studies, Science, Business Education, Foreign Language, Fine Arts, Special Education, and Physical Education and Health."

14. Amend Article 15 (Salaries), Section G. as follows:

"G. Each custodial employee who possesses a black seal boiler license for the entire year shall receive additional compensation in the amount of **five hundred fifty four hundred and fifty (\$550.00 \$450.)** dollars per year. ~~Effective upon ratification,~~ New hires shall obtain their black seal license within one (1) year of employment or else their employment shall be terminated. Existing employees who do not possess a black seal license shall continue to pursue obtaining such license until they are successful. **The Board will reimburse a custodian for the cost of one administration of the black seal licensure test upon receipt of a documented passing score."**

15. Amend Article 18 (Involuntary Transfers and Reassignments), Sections C. and D. to re-order as follows:

"C. A list of open positions in the school district shall be made available to all teachers being involuntarily transferred. Such teachers may request the positions, in order of preference, to which they desire to be transferred. A teacher being involuntarily transferred or reassigned shall be placed only in an equivalent position; i.e., one in which, among other things, there is no reduction in rank or in total compensation. ~~An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the superintendent, at which time the teacher shall be notified of the reason therefore. In the event a teacher objects to the transfer or reassignment at this meeting, upon request of that teacher, the principal, superintendent, and the objective teacher (and, if desired by the objecting teacher, his/her representative) will meet to review the facts. If no mutually agreeable solution can be reached, any procedural matters shall be subject to the Grievance Procedure. The grievance shall be initiated at Level Three."~~

"D. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the superintendent, at which time the teacher shall be notified of the reason therefore. In the event a teacher objects to the transfer or reassignment at this meeting, upon request of that teacher, the principal, superintendent, and the objective teacher (and, if desired by the objecting teacher, his/her representative) will meet to review the facts. If no mutually agreeable solution can be reached, any procedural matters shall be subject to the Grievance Procedure. The grievance shall be initiated at Level Three. ~~A list of open positions in the school district shall be made available to all teachers being involuntarily transferred. Such~~

~~teachers may request the positions, in order of preference, to which they desire to be transferred. A teacher being involuntarily transferred or reassigned shall be placed only in an equivalent position; i.e., one in which, among other things, there is no reduction in rank or in total compensation."~~

16. Amend Article 19 (Promotions), Section A. as follows:

"A. Promotional positions are defined as follows: positions paying a salary differential, and/or positions **requiring an administrative certificate as defined by N.J.A.C. 6A:9-2.1** ~~in the administrative supervisory levels of responsibility (including but not limited to positions as superintendent, principal, assistant principal, Director of Curriculum K-12, Director of Psychological and Pupil Personnel Services, Director of Athletics, Supervisor).~~ All vacancies in promotional positions, including specialists and/or special project teachers, pupil personnel workers, and positions in programs funded by federal government agencies shall be adequately publicized by the superintendent in accordance with the following procedure:

1. When school is in session a notice shall be **emailed to all employees posted in each school** as far in advance as practicable (ordinarily at least **ten [10]** ~~thirty [30]~~ school days before the final date when applications must be submitted and in no event less than **five [5]** ~~fifteen [15]~~ school days before such date). ~~A copy of said notice shall be mailed to the association at the time of posting.~~ Employees who apply for such vacancies will submit their applications in writing to the superintendent within the time specified in the notice and the superintendent shall acknowledge, in writing, the receipt of all such applications. Applications shall be kept on file in the superintendent's office for continual consideration for future vacancies until the office is notified by the applicant that the application is withdrawn.

2. Employees who apply for a promotional position which may be filled during the summer period, when school is not in regular session, will submit their names to the superintendent together with the position for which they desire to apply. Such notice shall be sent as far in advance as practicable."

17. Amend Article 22 (Sick Leave and Retirement), Section D. as follows:

"D. Teachers who retire in accordance with the rules of the Teachers' Pension and Annuity Fund (TPAF) and **Board-Certified Behavior Analysts (BCBAs) in accordance with the rules of the Public Employees' Retirement System (PERS)** after working 15 (fifteen) years in the Manasquan School District will be compensated for 100% (one hundred percent) of their unused accumulated sick leave at a rate \$75 (seventy five dollars) per day. Sick leave reimbursement upon retirement shall be capped at \$8500.00 (eight thousand five hundred dollars) for any teacher hired after August 24, 1999. In order for payment to be made pursuant to this section by July 1, following the date of retirement, the employee must provide written notification of the intention to retire no later than January 31st of that same year. Notification provided after January 31st will result in payments being made the following July 1st."

18. Amend Article 22 (Sick Leave and Retirement), Section E.3. as follows:

“3. The MEA Sick Leave Bank can be used for extending leave only for employees who have donated days. Use of banked days must be for the employee’s own personal illness. All employee contributions shall be voluntary. The donation of sick days by employees shall be made on a form developed by the MEA SLBC ~~and distributed to employees at the following times:~~

~~For the 2016-2017 school year, only, members must enroll as soon as possible after ratification of the Sidebar Agreement, but no later than December 15, 2016. Employees who have donated a minimum of one (1) day during the 2016-2017 school year will be considered members of the MEA Sick Bank.~~

~~Following the first year of the MEA Sick Leave Bank, Any new members must enroll by September 30th 15th.~~

An employee with accumulated sick days may donate to the sick leave bank (as such, members are not eligible for participation until their second year of employment in the district). Sick days from the annual allotment of twelve (12) days for twelve-month employees or ten (10) days for ten-month employees may not be donated. **Donations to the sick leave bank must be made between September 1 and January 31 of each school year and may only be made by employees who are active or on leave at that time.** The contributed sick days will be deducted from the employee’s accumulated sick leave totals, and shall not be refunded if unused by the end of the school year, instead remaining in the Bank until used.”

19. Amend Article 23 (Temporary Leaves of Absence), Section A.4. as follows:

“4. Bereavement leave of up to five (5) school days from the date of death shall be granted per occurrence for the death of any member of the immediate family ~~(including an employee’s spouse, child, father, mother, sister, brother, grandparents, mother in law, father in law, brother in law, sister in law, son in law, daughter in law, niece, nephew and any other member of the immediate household).~~

Immediate family under this section shall be defined as the employee’s child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, grandparent, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, stepparent, stepchild, stepsibling, or halfsibling of the employee or of the employee’s spouse, domestic partner, or civil union partner, whether related by blood, marriage, or adoption. This shall include any unborn child or stillbirth including miscarriage.

Employees may be absent from school duties without loss of pay for a period of one (1) day for the death of a relative or close friend outside the employee’s immediate family as defined above. In the event there are no work days scheduled in the seven (7) days immediately following the date of death, bereavement leave may be granted at the discretion of the superintendent of schools. The exercise of such discretion shall not become the basis for the establishment of a practice.”

20. Amend Article 23 (Temporary Leaves of Absence), Section A.7. as follows:

"7. The executive board (not to exceed five members, including the president) president of the association or his/her designee shall be granted up to 2 (two) days per year for attendance at meetings, workshops, or conferences of a professional nature. Application for such leave under this provision shall be made to the superintendent at least 3 (three) days in advance of taking such leave."

21. Amend Article 25 (Tuition Reimbursement) as follows:

"All staff members shall be eligible for tuition reimbursement for 9 credits per year 3 credits per semester at the Rutgers Graduate tuition rate, providing the following conditions are satisfied:

A. the course(s) is/are in an accredited program leading to a masters or doctorate degree in the teacher's area of instruction or in a certificated program;

B. written prior approval of the superintendent has been received;

C. the staff member teacher earns a grade of B or better;

D. the staff member teacher notifies the business administrator, in writing, before January 30th of the next fiscal year of his/her intent to participate in the tuition reimbursement program.

E. Official documentation of successful course completion must be submitted to the superintendent no later than August 31 of the year following the school year that the course was taken. Payment is to be made within sixty (60) days of receipt of official documentation, to the superintendent, of successful completion of the course(s).

G. Invoices must be submitted within 30 days of receipt by the staff member to the school business administrator to confirm the staff member's enrollment in the course."

22. Amend Article 27 (Professional Development and Educational Improvement) by adding a section "C." as follows:

"C. Paraprofessionals, job coaches, or custodians will be provided time and devices necessary to complete any required district training or other assigned professional development related to their job duties."

23. Amend Article 32 (Paraprofessionals and Job Coaches) by adding a sections "E., F, G. and H." as follows:

"E. Paraprofessionals and job coaches scheduled to work in excess of five hours per day will be guaranteed a duty-free lunch of not less than forty minutes.

F. Job Coaches will not be responsible for their own transportation during the school day to off-site locations. If district provided transportation is not an option and they are required to go to an off-site location, mileage reimbursement will be provided in accordance with OMB mileage rates.

G. Paraprofessionals or job coach work hours may include scheduled time required for collaboration with teachers, supervisors, or other staff members to prepare for daily activities or complete data input.

H. Paraprofessionals or job coaches hired to work with students during summer recess or an extended school year program, they will be compensated at their 10-month, salary guide hourly rate for the school year beginning September 1 following the summer assignment."

24. Amend Article 1 (Recognition), Section A. as follows:

A. The Manasquan Board of Education does hereby recognize the Manasquan Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment of the following employees.

1. All certificated teaching personnel under contract including department heads but excluding supervisory, administrative, and executive personnel; i.e. principals, assistant/vice principals, directors of guidance and/or directors of special services.

2. General secretaries and clerical personnel in the board's employ including secretaries to the building principals and secretaries to the guidance director, but excluding the secretaries of the superintendent, the secretaries to the board secretary, and others excluded by the act.

3. Custodial employees of the board.

4. Paraprofessionals, **Job Coaches, and Behavioralists/BCBAs.**

5. Representation of the above categories is limited to full time employees and excludes part time employees (defined as those employed for less than four [4] hours per day or twenty [20] hours per week) and also excludes substitutes."

25. Amend Article 1 (Recognition) by adding a Section "C." as follows:

"C. Unless otherwise indicated, the term "teaching staff members," when used in this agreement shall refer to all certificated employees represented by the association in the negotiating unit as above defined, including classroom teachers, educational service personnel, or other members whose positions require a professional license (e.g. RN, BCBA) or a certificate issued by the State Board of Examiners."

26. Amend Article 8 (Teachers' Hours and Teaching Loads) by inserting a new Section "K." following Section "J." and re-lettering succeeding sections appropriately:

~~"K. Teaching staff members are required to attend one back-to-school night event per year at their assigned primary school for a maximum of two and one-half (2.5) hours. If a teaching staff member is assigned to multiple schools or grade levels which have different back-to-school nights, the administration will assign the teaching staff member to one to attend. If a teaching staff member is unable to attend the back-to-school night, they must inform their principal as soon as the conflict is known to the teaching staff member and arrange with the principal to be available to meet with parents on another evening for an equivalent amount of time."~~

27. Amend Article 8 (Teachers' Hours and Teaching Loads) by inserting a new Section "P." following re-lettered Section "O." and re-lettering succeeding sections appropriately:

"P. Teaching staff members of the MEA may be twelve-month employees when hired to a twelve-month position by the Board. The contract for twelve-month employees will be from July 1st to June 30th. Teaching staff members in twelve-month positions under this section will not follow the school calendar but rather will work all weekdays except for paid holidays as follows:

**New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day (and weekend extension, if any)
Labor Day
Columbus Day or Indigenous Peoples' Day
General Election Day
Veteran's Day
Thanksgiving Day
Christmas Day**

During the months of July and August, twelve-month teaching staff members will work four (4) weekdays per week from 7:30am – 3:00pm with one (1) weekday off per week.

If school is in session on any of these paid holidays, the twelve-month teaching staff member may be required to work on these holidays to ensure the efficient and safe operations of the schools. If the Board requires the twelve-month teaching staff member to work on any of these holidays, the Board shall offer the twelve-month employee an alternative holiday on an otherwise scheduled workday in lieu of the holiday during the same school year. These alternate holiday dates will be provided to the affected employee prior to the beginning of the school year.

Twelve-month teaching staff employees shall be entitled to twelve (12) paid sick leave days in accordance with state law as well as twenty (20) paid vacation days and four (4) paid personal days annually. Vacation and personal days must be scheduled with the prior approval of the superintendent of schools. A maximum of ten (10) unused vacation days may be rolled over to the next school year with the approval of the superintendent of schools. Unused personal days will be rolled into accumulated sick days.

Unless a specific salary guide for the twelve-month teaching staff member is defined, their annual salary will be 120% of the salary from the teaching staff salary guide which they would otherwise earn in a ten-month position. Appointments to twelve-month positions shall be each year at the discretion of the Board. A twelve-month teaching staff member's salary will be paid over the twelve months of their contract. If a twelve-month teaching staff member returns to a ten-month position, the additional two months salary shall not be made part of the tenure protected salary."

28. Amend Article 8 (Teachers' Hours and Teaching Loads) by moving current Section "L." (Athletic Trainer) and moving to follow new Section "P." above and re-lettering succeeding sections appropriately. Amend current Section "L." as follows:

"L. This section shall apply to an athletic trainer hired prior to July 1, 2023.

- i. Athletic Trainer will be a 12 month position that will run from July 1- June 30th annually. In lieu of working during the month of July, the athletic trainer will be required to work up to 20 Saturdays during the sports seasons.
 - ii. The athletic trainer will have ~~23~~ 24 vacation days and be granted the following paid legal holidays: New Year's day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A maximum of 10 unused vacation days may be rolled over to the next year, with the Superintendent's approval.
 - iii. The Athletic Trainer and the Athletic Director will agree upon a holiday schedule which does not conflict with the athletic program. If the trainer is required to work on one of the legal holidays, he/she will be granted an additional day to compensate for it.
 - iv. Employee will receive 12 sick days as well as 4 Personal days.
 - v. The athletic trainer will ~~teach 3 classes and~~ maintain a flexible training room duty during the unit lunch period. Sign in time will be 10:35 A.M.
 - vi. Fall season: The athletic trainer will cover all NJSIAA home games. The athletic trainer will cover varsity practices until 6:30 P.M. and be on call and available until 8:30 P.M.
 - vii. Winter season: The athletic trainer will cover all NJSIAA home games. The athletic trainer will cover varsity practices until 6:30 P.M. and be on call and available until 8:30 P.M.
 - viii. Spring season: The athletic trainer will cover all NJSIAA home games. The athletic trainer will cover varsity practices until 6:30 P.M. and be on call and available until 8:30 P.M.
 - ix. Saturdays: The athletic trainer will cover NJSIAA home games and away football games.
- Pre-season and holidays: The athletic director will schedule game coverage with the athletic trainer."

29. Amend Article 8 (Teachers' Hours and Teaching Loads) by inserting a new Section "R." following re-lettered Section "Q." and re-lettering succeeding sections appropriately.

"R. This section shall apply to an athletic trainer hired July 1, 2023 or after.

- i. The athletic trainer shall be a twelve-month teaching staff member employee employed under the provisions of Section P. of this article.**
- ii. Notwithstanding the provisions of Section O., the athletic trainer's annual work schedule will additionally include twenty (20) weekend days as workdays to provide athletic training services.**
- iii. It is understood the athletic trainer's daily assigned hours must be flexible and may be variable to accommodate athletic practices and events. The athletic trainer may be assigned working hours at the discretion of the administration but in no case shall exceed eight hours per day.**
- iv. The athletic trainer may be required to work additional hours in a given day or additional days during the school year to provide athletic training services at an athletic event. If the athletic trainer's hours or working days exceed those required under this section, the athletic trainer shall be granted compensatory time rounded to the nearest half-day with a minimum 0.5 compensatory days earned for additional hours or days worked."**

30. Amend Article 10 (Educational Secretaries' Work Schedule), Section A. as follows:

"A. Hours per week: ~~35 hours~~ 8-hour scheduled workday including a 1-hour duty free lunch, September through June; 7.5 hour scheduled workday including a 30 minute duty-free lunch 30 hours July and August."

31. Amend Article 19 (Promotions) by adding a Section "C." as follows:

"C. The following shall apply to the district's posting and hiring procedures for Addendum C stipend positions that are named in this agreement.

- 1. An initial posting that will be open for a minimum period of 10 business days will be sent internally. Internally shall mean advertised to all MEA members. Any MEA member may apply during the initial posting.**
- 2. If an MEA member applies to the initial posting, if qualified, then the MEA member shall be appointed to the position.**
- 3. If no MEA members apply during the initial posting period, the position will be re-posted internally and externally. Any current employee of the district may apply during this posting. Externally shall be defined as the district having the option of publicizing the vacancy to the general public.**
- 4. From the pool of applicants to the second posting, internal applicants, if qualified, shall be given preferential treatment over any external, non-district employee applicants.**
- 5. Notwithstanding 2. above, an incumbent exception shall apply if a district employee who currently holds the position wishes to continue in the position and the Board desires to re-hire**

them for the position. In this case, the board may re-appoint them to the position regardless of whether they are a MEA member or non-member.

6. In the event a vacancy occurs that requires immediate selection, the minimum 10-day posting may be shortened by mutual agreement of the Board and the MEA."

32. Amend Article 21 (Employee Evaluation), Section "A." as follows:

"A. All monitoring and observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. **Teaching staff members shall be evaluated consistent with the provisions of the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACHNJ) and N.J.A.C. 6A:10 (Educator Effectiveness).**

~~1. Each tenured teaching staff member shall be observed in the performance of his/her assigned duties at least once annually. Each non-tenure teaching staff member shall be observed in the performance of his/her assigned duties at least three times annually. Observations shall be long enough to permit the evaluator to observe a complete performance by the teaching staff member. Whenever possible, multiple observations that focus on different areas of responsibility are desirable. Multiple observations leading to a single post-observation conference and report shall be spread over time to allow for improvement; however, the total time shall not exceed ten (10) days from the first observation and a verbal indication shall be given to the teacher that additional observations will take place, as well as areas of concern to the evaluator. The observation conference shall be conducted within five (5) days after the last observation. The observation report form shall be signed and dated by the staff member and the evaluator. The signature of the staff member indicates that he/she has seen the report. It does not necessarily indicate agreement with its substance. A copy of the report shall be provided to the teaching staff member within ten (10) days of the conference. The teaching staff member shall be permitted to add his/her comments to the report at the time of the conference or within ten (10) working days thereafter. An additional conference shall be granted upon request by the teaching staff member. This request must be made by the teaching staff member within five (5) days following receipt of the observation report. The staff member's comments will be attached and filed with the report.~~

~~2. The annual performance report shall be signed by the evaluator at the time of the conference and by the teaching staff member within five (5) working days of the conference. The signature indicates that he/she has seen the report, not necessarily agreement with its substance. The member may, within ten (10) working days of the conference, add material to the report not included by the evaluator. A copy of the report shall be provided to the teaching staff member within ten (10) working days of the conference."~~

33. Amend Article 21 (Employee Evaluation), by deleting sections "E." and "F." and re-lettering succeeding sections appropriately:

E. Supervisory reports on tenured teachers shall be issued in the name of the appropriate supervisor and shall be written.

1. When pertinent, the report shall include:

~~a. Strengths and weaknesses of the teachers as evidenced during the period covered by the evaluation;~~

~~b. Specific suggestions and recommendations as to the measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.~~

~~2. Supervisory reports for tenured teachers shall be made at least one (1) time each year, not later than May 15th.~~

~~F. Supervisory reports shall be provided for non-tenure teachers at least three (3) times each year.~~

~~1. The first non-tenure teacher report shall be no later than November 1 and the third no later than March 15.~~

~~2. No later than May 15, the board shall give each non-tenure teacher continuously employed since the preceding September 30 either:~~

~~a. A written offer of a contract for employment for the next succeeding year or b. A written notice that such employment shall not be offered.~~

~~3. Any non-tenured teacher who has received notice of non-employment shall be entitled to a statement of written reasons for non-renewal of contract (if requested by the teacher), and will be given a limited type of hearing if request if (timely made) made within 15 days of the receipt of the notice by the teacher (under provisions of the Donaldson Decision). The teacher shall make a written request for a hearing to the board secretary and superintendent within fifteen (15) days of receipt of the notice. The board shall issue its determination no later than June 15."~~

34. Amend Article 21 (Employee Evaluation), Section G.2. as follows:

"2. In order to provide a basis for employee improvement and to measure employee effectiveness, all employees shall be subject to periodic observation and evaluation of their work. Such evaluation shall consist of not less than **one (1) two (2)** observations per school year."

35. Amend Article 21 (Employee Evaluation), Section G.4. as follows:

"4. Each evaluation shall **have a rubric including four defined ratings: 1 – Ineffective, 2 – Partially Effective, 3 – Effective, or, 4- Highly Effective** be summarized in accordance with a numerical rating system from 1 to 5, with a rating of 5 being highest."

36. Amend Article 27 (Professional Development) as follows:

~~The Board shall utilize current in-service days and add 1 (one) additional day to the teachers work year and provide in-service as follows:~~

In-Service Days	Time	Hours
1st day of school (Sept. students ½ day) (Extend work day 1 hr)	1:00-3:00	2 hrs
Additional day in September (students ½ day)	1:00-3:00	2 hrs

(Extend work day 1 hr)

Mid year in-service day (Jan/Feb)	7 hrs
Add an additional teachers' day during year	7 hrs
Total Hours per Year	18 hrs

The work year for 10 and 11-month employees shall include four (4) additional in-service workdays during which school is not in session for students. These days shall be scheduled as 7.5-hour workdays that include a 40-minute duty-free lunch.

At least one of these days will be scheduled prior to the start of the student's school year and at least one of these days will be scheduled on the next weekday after the end of the student's school year in the month of June. The two additional days will be scheduled as part of the school calendar. One of these in-service days may be used for activities at which students are present (e.g. student orientation) during which teaching staff members may be required to participate.

The Board may schedule additional in-service activities as part of the school calendar by scheduling an early dismissal for students on a student school day. On these early dismissal days, employees shall be given a 40-minute duty-free lunch and are required to participate in the scheduled in-service activities until the end time of their workday that would normally occur if it were a regular school day."

37. Amend Article 5 (Association Rights and Privileges), Section J. as follows:

"The board shall provide release time of one non-teaching or preparation class period per day, not to exceed 40 (forty) minutes, to the president of the association. The board shall provide release time of one non-teaching or preparation class period per week at the elementary school or four-day cycle at the high school to a maximum of four members of the association executive committee. The president of the association must identify, in writing, the members of the executive committee to the principals of each school by June 15 of the prior school year so that schedules can be created. If executive committee membership changes during the school year, no changes to the schedule will be made until the following school year. ~~the chairperson of the Negotiations Committee in order that they may perform their functions as representatives of the association in the enforcement of this agreement.~~ Said time shall be in addition to the regularly scheduled preparation time and duty-free lunch period.

In the case of an elementary school teacher, when these conditions cannot be fully met without interfering with the educational process, a mutual agreement shall be arrived at by the superintendent, the principal, and the president of the association."

38. Amend Article 8 (Teachers' Hours and Teaching Loads) by inserting a new Section "L." following section K. (see item #27 above) and re-lettering succeeding sections appropriately:

"L. Teaching staff members are encouraged to attend the graduation ceremony of their assigned primary school for a maximum of two hours. The administration of the school may require any teaching staff member to assist in facilitating the ceremony by assigning the

teaching staff member a duty. If no assignment of a duty is made by the administration, the teaching staff member shall attend the ceremony.

If a teaching staff member is unable to attend the graduation ceremony for any reason, they shall notify the building principal."

39. Amend Article 33 (Duration of Agreement) as follows:

"This Memorandum of Agreement shall be subject to the ratification of the respective parties and all salaries and stipends shall be retroactive to July 1, ~~2023~~ 2018 (for secretaries, paraprofessionals, and eustodians) or November 1, 2018 (salary guides for teachers) and shall be effective through June 30, ~~2028~~ 2023 subject to the association's right to negotiate a successor agreement as provided in Article 2. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated above, unless it is extended by a written mutual agreement of the board and the association."

40. Amend Article 8 (Teachers' Hours and Teaching Loads), Section F.1. as follows:

"1. Elementary school - a minimum of seven (7) periods per week **and a minimum of one (1) full period per day of not less than forty (40) continuous minutes**; Effective with the 2013-2014 School Year and afterwards, Elementary teachers may be required to utilize two (2) of their preparation periods per month for special education related, INRS and 504 meetings without compensation."

41. Amend Article 8 (Teachers' Hours and Teaching Loads), Section A.2 as follows:

"No teacher shall be required to report for duty earlier than six (6) minutes in the high school and sixteen (16) minutes in the elementary school before the opening of the pupils' school day, and shall be permitted to leave thirty (30) minutes in the high school and twenty (20) minutes in the elementary school after the close of the pupils' school day. On Fridays or on days preceding a holiday or vacation, the teachers' work day shall end at the close of the pupils' school day or when all duty obligations have been completed. **Notwithstanding the thirty (30) minute requirement in this item, a high school teacher who is assigned to participate in freshman orientation during their workday where they are required to meet with freshman members of their class(es) shall be permitted to leave at pupil dismissal time on an equivalent number of workdays to the number of sections or periods they met with freshmen during freshman orientation.**"

42. Amend Article 9 (Custodial Employees' Work Schedule), Section H. as follows:

"H. ~~Night crew~~ Ceustodial employees shall be permitted ~~up to one half hour for a 30-minute non-working, duty-free meal dinner~~ break provided that working time remains at eight hours per shift. At a date designated by the BOE, summer hour shifts shall be set at 7:00 a.m. to 3:00 p.m. and will include a ½ hour meal break."

43. Amend Article 8 (Teaching Hours and Teaching Load), Section K. as follows:

"K. Teachers shall be available **before pupil arrival or after pupil dismissal** for extra help one (1) day per week for forty-five (45) minutes. The day shall be scheduled at the convenience of the teacher."

44. All other provisions of the collective bargaining agreement that expires June 30, 2023 remain in full force and effect.

45. All other prior proposals shall be considered withdrawn.

46. The parties executing this agreement have been duly authorized by their respective memberships.

ACCEPTED AND AGREED June 13, 2023:

For the Board of Education:

For the Manasquan Education Association:

Mr. Alexis Pollock
D. K. Kasper
[Signature]

[Signature]
Alexis Luyler
Meredith Heeter
[Signature]

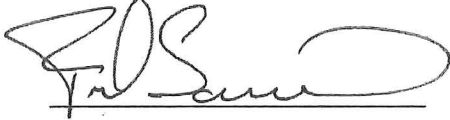
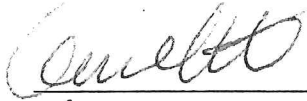
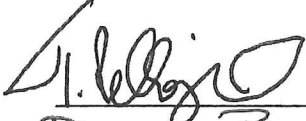
Manasquan Board of Education & Manasquan Education Association
Memorandum of Agreement
ADDENDUM #1

47. The following stipend position and amounts shall be added to "Addendum C" / High School Clubs:
"Audio-Visual Technician"

The stipend for the Audio-Visual Technician will be set at \$5,000.00 for the 2023-24 school year increasing annually with other Addendum C stipends as provided by MOA item #12.

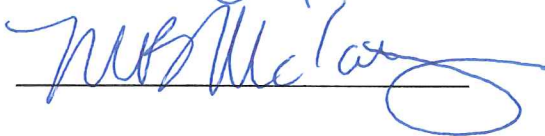
ACCEPTED AND AGREED September 19, 2023:

For the Board:





Donna Bassone
Date: 9/19/2023

For the Association:





Date: 9/26/23