

WALL TOWNSHIP PUBLIC SCHOOLS
OFFICE OF THE BUSINESS ADMINISTRATOR/BOARD SECRETARY
PO Box 1199
Wall, New Jersey 07719-1199

Brian J. Smyth
Custodian of Records

Phone: 732-556-2016
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June 16, 2023

Betsy Cross

Re: OPRA 23-179

opra+request-46424-270cb493@requests.opramachine.com

Dear Ms. Cross,

The Wall Township Board of Education, (District) is in receipt of your emailed OPRA request dated June 15, 2023, wherein you requested records as follows:

“IMMEDIATE ACCESS

May I please have the WTASC MOA renewed at 7/1/2023.....”

In response, attached please find the Wall Township Administrative and Supervisory Council Memorandum of Agreement that was approved on 6/13/2023. Please also know that a copy is available for viewing on the district's website.

If your request for access to a government record has been denied or unfilled within the seven (7) business days required by law, you have a right to challenge the decision by the Wall Township Board of Education to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint with the Government Records Council (GRC) by completing the Denial of Access Complaint Form. You may contact the GRC by toll-free telephone at 866-850-0511, by mail at P.O. Box 819, Trenton, NJ 08625, be-mail at grc@dca.state.nj.us, or at their web site at www.state.nj.us/grc. The GRC can also answer other questions about the law. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your County.

Sincerely,



Brian J. Smyth
Custodian of Records

**MEMORANDUM OF AGREEMENT
BETWEEN THE
WALL TOWNSHIP BOARD OF EDUCATION (Board)
AND
WALL TOWNSHIP ADMINISTRATIVE AND SUPERVISORY COUNCIL (Association)
for a Successor Contract to the Current Contract
Between the Board and the Association
For the Period July 1, 2023 to June 30, 2028**

THIS MEMORANDUM OF AGREEMENT is made this 23 day of May, 2023, by and between the negotiating teams representing the Board and the Association.

WHEREAS, the parties have been engaged in negotiations in good faith in an effort to arrive at successor contracts to a Contract which expired on June 30, 2023; and

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

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

1. The provisions of this Memorandum are subject to and contingent upon ratification by the parties represented by the signatories herein to the Contract and to the execution of a more formal Contract.
2. The Contract shall cover the period of July 1, 2023 to June 30, 2028.
3. All portions of the most recently expired Contract and not modified by the terms of this Memorandum shall continue to be of full force and effect and be carried forward and be incorporated into the July 1, 2023 to June 30, 2028 Contract and binding arbitration.
4. A duplicate of this Memorandum has been furnished to and been received by representatives of the parties herein.
5. Unless otherwise noted, all dates involving the duration in the Contract shall be conformed to the duration of the July 1, 2023 to June 30, 2028 Contract.
6. Any Tentative Agreements previously signed by the parties including the agreed-upon scattergrams and base-year analysis costs are attached to and made a part of this Memorandum.
7. All items agreed to by and between the parties during negotiations shall be incorporated into the July 1, 2023 to June 30, 2028 Contract.



8. All parties acknowledge these terms and conditions are subject to ratification.
9. All parties agree to recommend for ratification the terms and conditions contained herein to their respective constituents.
10. All other proposals are hereby withdrawn by both parties.
11. *The parties agree as follows:*

ARTICLE IV

Council Members' Rights and Responsibilities

P. 8, C

DELETE: Each council member shall receive a combination of fixed and floating holidays for a total of sixteen (16) days annually

ARTICLE IV

Council Members' Rights and Responsibilities

P. 8, C (L.7)

DELETE ...seven (7) Floating Holidays...

SUBSTITUTE ...six (6) Floating Holidays...

ADD: 10 Month, twenty day Supervisors who complete Safe Schools Training by September 1, shall be permitted to take off on District Designated Safe Schools give back day assigned to teachers. The Supervisors shall not use their twenty work days to complete their required trainings.

ARTICLE IV

Council Members' Rights and Responsibilities

P. 8 C (L.16-17 and 19-21)

MODIFY: If a fixed holiday falls on a weekend, the council member may choose an alternate district closed day for the fixed holiday, with the exception of Christmas and New Year's Day.



MODIFY

Council members may choose to work on days the district is closed in order to use floating holidays on alternate days as approved by the Superintendent with two weeks advanced notice. Council members will ensure there is adequate coverage at their assigned building during that time.

ADD:

In the event the Superintendent denies the use of a day floating holiday, it shall be understood and agreed that the use of a personal day will similarly not be permitted. Should the employee attempt to call out sick after a floating holiday is denied, the employee will be required to provide a note from a doctor.

ARTICLE VI
Leave of Absence

P. 11, A.2 D

DELETE:

..... and vacation days to the Board of Education.

SUBSTITUTE:

..... days to the Board of Education upon retirement.

ARTICLE I
Leave of Absence

P. 13, B.2

SUBSTITUTE:

Council Members are granted five (5) personal days without specified reason unless the personal day is a work day immediately prior to or following a scheduled school closing. In such an instance, approval of the Superintendent of Schools or his/her designee is required. All unused personal days shall be converted to accumulated sick leave on June 30th of each year.

ARTICLE VIII
Health Care Coverage

P. 16, A. (L.2)

DELETE:

.... Horizon Blue Cross Blue Shield and Delta Dental coverage in accordance with Delta Dental's Executive Plan.

SUBSTITUTE:

.... current health plans dental and medical coverage.



ARTICLE VIII
Health Care Coverage

P. 16. A (L.3)

DELETE: A Direct 10 Plan will no longer be offered.

ARTICLE VIII
Health Care Coverage

P. 17, D. (L.4)

DELETE:no later than June 15th preceding the contract year in which the council members will receive monetary compensation in lieu of benefits.

SUBSTITUTE:during the open enrollment period.

ARTICLE X
Vacation

P. 19, A.

ADD: 1. Retirement – Council Members may agree to convert the accumulated vacation days to a monetary sum as delineated in the Collective Bargaining Agreement and place the monies in an approved non-elective 403b TSA plan as an employer contribution, subject to State and Federal laws.

ARTICLE X
Vacation

P.19, A (L. 5-6)

DELETE:maintain the ability to accumulate no more than thirty (30) vacation days in accordance with

SUBSTITUTE: have the ability to accumulate no more than a one contract year allotment of vacation days in accordance with



ARTICLE X
Vacation

P. 20, B(L.4)

ADD: The denominator for 10 month 20 day supervisors shall be two hundred twenty days to compute per diem rate.

ARTICLE XII
Miscellaneous

P. 22, E. (L. 4)

Delete: Tuition Reimbursement

Substitute: Tuition/Administrative Mentorship Reimbursement

ARTICLE XII
Miscellaneous

P. 22, E.

Substitute: Upon the prior approval of the Superintendent, the board shall reimburse council members for tuition costs/administrative mentorship fees not to exceed Five Thousand (\$5,000) Dollars per school year, incurred for graduate level courses at an accredited institution of higher education when a "B" or higher is achieved.

Should a council member resign in the year tuition reimbursement has been paid, the council member shall reimburse the amount of tuition reimbursement paid to the council member to the Board.

ARTICLE XII
Miscellaneous

P. 22, F., 2

Add: If the need arises for additional work beyond the 20 required summer days, members will be paid at the rate of \$80.00 per hour.



ARTICLE XII

Miscellaneous

P. 25, L. Lines 10-18

Substitute: Minimum starting salaries will be improved by Five Thousand (\$5,000) Dollars to each position in Year 1 only. A one-time adjustment for members who find themselves below the minimum starting salary will be implemented in year 1. Nothing shall prevent the superintendent from hiring a member above the minimum starting salary.



SALARY

The parties agree to a salary increase over the 2022-2023 base salary for those as established by the agreed upon scattergram summary as follows:

2023-2024: 3.0 % to base

2024-2025: 3.2 % to base

2025-2026: 3.2 % to base

2026-2027: 3.2 % to base

2027-2028: 3.2 % to base

Salary adjustments may result in a modification of current salary guides, scales and steps, including the implementation of additional steps. Salary distribution and salary guide construction shall be mutually agreed upon by the Association and the Board.

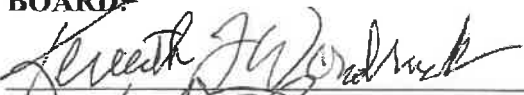
All salary increases shall be retroactive to July 1, 2023.

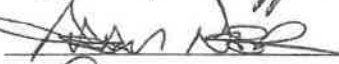
Longevity increments shall be improved in each year by \$50.00 per increment.

Unless otherwise noted above, all other stipends, rates, longevity amounts, and remuneration items not changed in this Memorandum or a Tentative Agreement shall remain unchanged for the 2020-2023 Contract.

Retroactive salary, payments, salary adjustments, stipend adjustments, and adjustments in compensation items, if any, shall not be made earlier than thirty (30) days after the 2023- 2028 Contract with salary guides is signed by the representatives of the Board and the Association and each party has received a signed copy. In no event shall retroactive pay be made later than sixty (60) days after the 2023-2028 Contract with salary guides is signed.

BOARD:






Dated: _____

ASSOCIATION:

 President WTASC
 Treasurer WTASC
 Secretary WTASC

Dated: 5/23/2023