

AGREEMENT BETWEEN
Monmouth-Ocean Educational Services
Commission And
Monmouth-Ocean Educational Services
Association

July 1, 2019 – June 30, 2022

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 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 (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 negotiations 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 120 minutes, in not cases less than 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, and work email address and any personal email address on file with the record.
- 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. 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 (10) working school days, if possible.
- N. 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.
- O. 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.
- 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. Employees shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year for the prior year's attendance.
- D. 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.
- E. 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: \$35.00 per unused sick day up to maximum of \$3,500.
 - From ten years and one day to fifteen years: \$42.00 per unused sick day up to a maximum of \$4,200.
 - Over fifteen years: \$44.00 per unused sick day up to a maximum of \$4,400.

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. 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 four (4) days 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, son-in-law, daughter-in-law, parent, parent-in-law, brother or sister, brother-in-law, sister-in-law, or grandparent or grandchild.

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

HEALTH INSURANCE

A.

1. The Commission shall provide full paid health insurance to full-time and part-time employees who work at least thirty (30) hours per week to cover themselves and their families for medical, surgical and major medical benefits. (School Employees Health Benefits Program ("SEHBP"), Direct 15).
2. The Commission will make every effort to stabilize employees' hours from year to year so they may become eligible for health benefits.
3. All new employees hired to begin employment on 9/1/13 or after, who work 30+ hours per week, shall be provided with fully paid health insurance through the School Employees Health Benefits Program (SEHBP), Direct 15, for their first 48 months of employment. At the completion of 48 months of employment, employees shall be provided

with fully paid health insurance through the School Employees Health Benefits Program (SEHBP), Direct 15.

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 health 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.*) but in the event the law so no longer provides, 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 and part-time employees and their dependents and who work at least thirty (30) hours per week to cover the employee and their dependents.
- 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. The Commission agrees to maintain a summer pay plan for its employees according to the guidelines which are currently in State Law.

- C. 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.
- D. 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 4038 Plan document and have provided an approved sharing agreement.
- E. 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 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 the employer may be given at any time, giving to the employee 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) 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, twenty-nine (29) hours or less per week.
 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:
 - 3.5% on base salary only inclusive of increment for 2019-20
 - 3.5% on base salary only inclusive of increment for 2020-21
 - 3.5% on base salary only inclusive of increment for 2021-22.
 - The salary guide in the new CNA ("Salary Guide") shall be compressed by at least one (1) step.
 - There shall be enhancements of the Salary Guide equal to the sum of Thirty Thousand (\$30,000) Dollars in Year 1, Twelve Thousand Five Hundred (\$12,500.00) Dollars in Year 2 and Twelve Thousand Five Hundred (\$12,500.00) Dollars in Year 3. ("Enhancements"). The Enhancements shall be spread across the Salary Guide from the first step to the top step.

6. The salaries are reflective in the mutually agreed upon salary guides presented by the Association attached at the end of this agreement.
 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 the 2019-2020 school year retroactive to September 1, 2019.
- 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 \$34 for the 2019-2020 school year \$36 for the 2020-2021 school year and \$38 for the 2021-2022 school year.

ARTICLE XV

WORKYEAR

- A. The work year for full-time teachers shall consist of one hundred and eighty-six (186) days. 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
15-19.75hours	105 minutes
20-24.75 hours	140 minutes
25-29.5 hours	175 minutes
Full Time	200 minutes

- C. Full-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. Supplemental Instruction teachers responsible for updating of annual reviews will be entitled to 45 minutes during the workday per student to accomplish this activity.

ARTICLE XVII

REPRESENTATION FEE

A. Purpose of Fee

If a teacher does not become a member of the Association during any membership year (*i.e.*, from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representative fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

C. Deduction and Transmission of Fee

1. Notification

On or about January 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in

Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

ARTICLE XVIII

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 Hope 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, 2019* and shall continue in effect until *June 30, 2022*, 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

Kathleen Mandeville
Kathleen Mandeville, Board Secretary

By:

Sancha J. Gray
Ms. Sancha Gray, President

Attest:

MONMOUTH-OCEAN EDUCATIONAL
SERVICES ASSOCIATION

K Faye
Kristine Faye, MOESA Secretary

By:

Mary E Butz
Mary Butz, President

NJVS Teacher's Pay	
School Year Pay Scale	
Number of Students 1-40	Rate of Pay
1-40	\$5,537.57
Over 40 Enrollments per student	
Comprehensive Course (120 hours)	\$138.00 per student
Credit Recovery Course (60 hours)	\$70.00 per student
Health Comprehensive (30 hours)	\$35.00 per student
Summer Pay Scale	
Comprehensive Course (120 hours)	\$138.00 per student
Semester Course (60 hours)	\$70.00 per student
Credit Recovery Course (60 hours)	\$70.00 per student
Health Comprehensive (30 hours)	\$60.00 per student
Health Credit Recover (15 hours)	\$35.00 per student
Student Extensions	\$70.00 per student

YEAR 1		
2019-20	MOESC Teachers	
Salary Guide		
Step	BA	MA
1-3	51,020	52,420
4	51,620	53,020
5	52,220	53,620
6	52,820	54,220
7-8	53,420	54,820
9	54,020	55,420
10	55,780	57,180
11	57,680	59,080
12	59,580	60,980
13	61,555	62,955
14	63,555	64,955
15	65,655	67,055
16	67,735	69,135

YEAR 2		
2020-21	MOESC Teachers	
Salary Guide		
Step	BA	MA
1	53,825	53,825
2-4	54,325	54,325
5	54,825	54,825
6	55,325	55,325
7	55,825	55,825
8-9	56,325	56,325
10	57,875	57,875
11	59,425	59,425
12	60,995	60,995
13	62,995	64,395
14	65,060	66,460
15	67,160	68,560
16	69,435	70,835

YEAR 3		
2021-22	MOESC Teachers	
Salary Guide		
Step	BA	MA
1-2	55,490	56,890
3-5	55,990	57,390
6	56,490	57,890
7	56,990	58,390
8	57,740	59,140
9-10	58,490	59,890
11	60,360	61,760
12	62,260	63,660
13	64,260	65,660
14	66,360	67,760
15	68,350	69,750
16	71,000	72,400

YEAR 1		
2019-20	MOESC Hourly Teachers	
Salary Guide		
Step	BA	MA
1-3	34.80	35.76
4	35.21	36.17
5	35.62	36.57
6	36.03	36.98
7-8	36.44	37.39
9	36.85	37.80
10	38.05	39.00
11	39.34	40.30
12	40.64	41.59
13	41.99	42.94
14	43.35	44.31
15	44.78	45.74
16	46.20	47.16
OG		52.43

YEAR 2		
2020-21	MOESC Hourly Teachers	
Salary Guide		
Step	BA	MA
1	36.58	36.58
2-4	36.92	36.92
5	37.26	37.26
6	37.60	37.60
7	37.94	37.94
8-9	38.28	38.28
10	39.34	39.34
11	40.39	40.39
12	41.46	41.46
13	42.82	43.77
14	44.22	45.17
15	45.65	46.60
16	47.19	48.15
OG		53.43

YEAR 3		
2021-22	MOESC Hourly Teachers	
Salary Guide		
Step	BA	MA
1-2	37.87	38.82
3-5	38.21	39.17
6	38.55	39.51
7	38.89	39.85
8	39.40	40.36
9-10	39.92	40.87
11	41.19	42.15
12	42.49	43.45
13	43.85	44.81
14	45.29	46.24
15	46.65	47.60
16	48.45	49.41
OG		54.43