

AGREEMENT

BETWEEN

**MONMOUTH REGIONAL HIGH SCHOOL BOARD OF
EDUCATION**

AND

MONMOUTH REGIONAL EDUCATION ASSOCIATION

JULY 1, 2017 THROUGH JUNE 30, 2020

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PREAMBLE

This Agreement is entered into this 1ST day of July 2017, between the Monmouth Regional High School Board of Education, hereinafter referred to as the "Board," and the Monmouth Regional Education Association, hereinafter referred to as "M.R.E.A."

The parties hereto agree as follows:

ARTICLE I

RECOGNITION

- A. The Board does hereby recognize M.R.E.A. as the exclusive representative for collective negotiations pursuant to NJSA 34:13A et seq., concerning the terms and conditions of employment of certified employees in each of the following units:

Nurses

Guidance Counselors

Librarians

Child Study Team

Classroom Teachers (including those classroom teachers who are also coaches and sponsors of co-curricular activities),

Substance Abuse Counselor

Athletic Trainer

Providing the inclusion hereof of any of the foregoing employees and assignments shall not limit the right of the Board to discontinue or make increases, decreases, or changes in the personnel assigned to these duties. This recognition includes part-time certificated personnel but not substitute teachers.

The new unit members effective July 1, 2009 are as follows: Instructional Aides, Attendance Officer, Student Aides, Community Aides, and Security Guard.

- B. Notwithstanding any provisions of this Agreement, the inclusion of the following positions in the bargaining unit shall not alter or modify any current term and condition of employment for these positions: Substance Abuse Counselor; Athletic Trainer; School Psychologist. If any conflict is found between the provisions of this Agreement and the practice of the parties, the practice shall control and shall not be altered, changed or terminated.
- C. This recognition shall continue in effect until a successor exclusive representative for collective negotiations shall have been selected pursuant to law or unless sooner terminated according to law.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations of a successor agreement in accordance with NJSA 34:13A et seq., in a good faith effort to reach agreement on the matters covered by said law, provided M.R.E.A. continues as the exclusive representative during the next succeeding academic year. Either party may use a professional negotiator to act on its behalf if it so desires.
- B. Negotiations for a successor agreement shall commence December 1 of the year in which this agreement expires. In the event the parties fail to reach agreement, then and in that event, either party shall have available to them the procedures set forth in NJSA 34:13A et seq., pertaining to mediation and if that does not succeed, then fact-finding or such other methods which are now or may be hereafter available by statute or applicable regulation of the Public Employment Relations Commission.
- C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment as established by the Rules, regulations and/or policies of the Board in force on the effective date of this Agreement to the certified employees designated in Article I, Recognition, shall continue to be so applicable during the term of this Agreement. Nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefits or duties existing on the date of the signing of this Agreement.
- D. The Board agrees not to negotiate concerning the terms and conditions of employment of the aforementioned certificated employees other than with the M.R.E.A. during the term of this Agreement. This Agreement shall not be construed as precluding the parties hereto from mutually amending this Agreement in writing. This Agreement incorporates the entire understanding of the parties as to negotiations between them for the period of this Agreement.
- E. It is understood and agreed that every part of this Agreement may be opened for renegotiation in connection with a successor Agreement for the academic year 2019-2020.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

- i) A "grievance" shall mean a complaint by a teacher or the Association that there has been to him/her a personal loss, injury or inconvenience because of a violation, misinterpretation or misapplication of Board policy or this Agreement. A grievance to be considered under this procedure must be initiated, in writing, by the teacher or the Association within thirty (30) calendar days from the time when the teacher or the Association knew or should have known of its occurrence.

B. Procedure

1.

- A. Failure at any step of this procedure to communicate a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

- B. It is understood that teachers shall during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the board until such grievance and effect thereof shall have been fully determined.

- 2) Any teacher who has a grievance shall discuss it first with his/her principal (or immediate superior or Department Head, if applicable) in an attempt to resolve the matter informally at that level.

- 3) If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) school days, he shall initiate a grievance in writing to the principal specifying:
 - a) The nature of the grievance;
 - b) The nature and extent of the injury, loss or inconvenience;
 - c) The results of previous discussions;
 - d) His/her dissatisfaction with decisions previously rendered.

The principal shall communicate his/her decision to the grievant in writing within three (3) school days after receipt of the written grievance.

- 4) The grievant, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision in writing to the teacher and the principal.
- 5) If the grievance is not resolved to the grievant or Association's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted, in writing, to the Business Administrator/Secretary to the Board of Education, who shall attach all related papers and forward the request to the Board of Education.

- 6) The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision, in writing, and forward copies thereof, to the grievant and to the Association within thirty (30) calendar days within receipt of the appeal.

In the event of a grievance by a non-tenured teacher which arises by reason of his/her not being re-employable, the Board shall hold a grievance meeting with the non-tenured teacher and his/her representatives if such teacher so requests it.

Decisions of the Board in the following-matters shall be final and such decisions shall not be subject to arbitration:

- a) A complaint of the non-tenured teacher which arises by reasons of his/her not being reemployed.
 - b) Complaints of a teacher or Association which arise by reasons of violations, misinterpretation or misapplication of Board policy.
- 7) If the decision of the Board does not resolve the grievance concerning a violation, misinterpretation or misapplication of this Agreement to the satisfaction of the grievant and the grievant wishes review by a third party, he shall so notify the Association within ten (10) school days of receipt of the Board's decision. If the Association determines the grievance is meritorious, it shall so notify the Board through the Business Administrator/Secretary to the Board of Education that the issue shall be submitted to binding arbitration.

- 8) The following procedure will be used to secure the services of an arbitrator;
- a) Either party may request going through the Public Employees Relations Commission for arbitration.
 1. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster.
 2. If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
 - b) The arbitrator, shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The Recommendations of the arbitrator shall be binding on the parties. Only the Board and the aggrieved and his/her representative shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

A. Right of Teachers to Representation:

1. Any aggrieved person may be represented at all stages of the Grievance Procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association.
2. When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered including, but not limited to, the decisions of the arbitrator.
3. The board and the Association shall assure the individual and his/her representative freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her personal grievances.

B. Costs

1. Each party will bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two (2) parties and such costs will be shared equally.

ARTICLE IV
LENGTH OF SCHOOL YEAR

- A. In-school work year shall include days when pupils are in attendance, professional days, orientation days, or any other days on which teacher attendance is required. Additional time necessary may be required of teachers new to the district.
- B. The in-school work year of teachers employed on a ten (10) month basis (other than new personnel) shall not exceed 186 days (one of which must be a professional day) for each academic year excepting in cases of emergency and unforeseen contingencies or events affecting the normal functioning of the school building or work.
- C. There shall be a total of four (4) professional days during each academic year for all teachers except new personnel. New personnel as used herein shall apply to the professional staff in their first year of employment by the Board.
- D. Teachers and students shall receive a one-half (1/2) day session on the Wednesday before Thanksgiving Day and Winter recess.