MOESC

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AGREEMENT FOR
INSTRUCTIONAL, SPECIAL EDUCATION and/or
TRANSPORTATION AIDE PLACEMENTS
FOR THE PERIOD OF:
JULY 1, 2026 THROUGH JUNE 30, 2027

THIS AGREEMENT FOR INSTRUCTIONAL, SPECIAL EDUCATION AND/OR TRANSPORTATION AIDE ("Aides") PLACEMENTS ("Agreement") is entered into as of the 1st day of July, 2026 by and between:

MONMOUTH-OCEAN EDUCATIONAL SERVICES COMMISSION, with offices at 100 Tornillo Way, Tinton Falls, New Jersey 07712 ("MOESC"); and

_____ BOARD OF EDUCATION in the

COUNTY OF _____, with offices located at:

_____, _____, NJ.
_____

RECITALS:

A. Because the Board requires Instructional Aides, Special Education Aides, Transportation Aides and/or Non-Instructional Aides, the Board wishes to contract with MOESC to provide such Aides; and

B. MOESC has agreed to provide the Aides subject to the terms and conditions set forth within this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties do agree as follows:

1. The Recitals set forth above are incorporated herein as if set forth at length.

2. MOESC shall endeavor to provide the Aides to the Board pursuant to this agreement, as available.

3. The Aides shall be described as follows:

	STATUS	RATE OF PAY	
A.	**Full-Time**	**$54,500/annually**	**$5,450.00/monthly**
B.	**Part-Time / ESY**	**$34.00/hour**	

Part-time shall be defined as less than thirty (30) hours per week with no offer of health benefits. Full-time shall be defined as thirty (30) hours or more per week for the purposes of offering employee-only health benefits and prescription plan.

4. MOESC will endeavor to provide substitute Aides where necessary, with qualifications equivalent to those of the Aide for whom the substitute is provided, at the rate indicated above.

5. MOESC shall invoice the Board on a monthly basis as follows: (a) at the rate of **Thirty Four and 00/100 Dollars ($34.00)** per hour for each part-time Aide, provided the Board has designated the assignment to constitute less than thirty (30) hours per week; (b) at the rate of **Five Thousand Four Hundred Fifty and 00/100 Dollars ($5,450.00)** per month, together with employee-only health benefits and prescription coverage, for each full-time Aide, which shall be defined as thirty (30) hours or more per week.

6. The Board shall pay the MOESC invoices within thirty (30) days of the date of the receipt of the MOESC invoices. MOESC shall have the right to discontinue its services by providing a thirty (30) day written notice if the Board fails to pay the MOESC weekly billing within 60 days.

7. MOESC shall separately contract with each Aide as an employee, and MOESC shall be responsible for any required Workers' Compensation Insurance, Unemployment Insurance, Tax withholding, retirement contributions and health benefits, if applicable, and shall pay the Aides in accordance with a wage scale established by MOESC.

8. All full-time Aides shall be enrolled in the Public Employment Retirement System ("PERS"), provided enrollment requirements are met, and part-time Aides will be enrolled in PERS or DCRP ("Defined Contribution Retirement Program") or neither as may be permitted by applicable state regulations.

9. The Board shall verify and approve all hours worked by way of the on-site administrator's signature on all Aide time sheets in Veritime (Time and Attendance) software and shall timely provide and convey such time sheet information to MOESC no later than the second business day immediately following the previous work week. Failure to timely approve Aide time sheets may result in delayed payroll wages to the Aide (i.e. to be paid in the subsequent pay period.)

10. The MOESC will advertise and conduct interviews of Aide candidates and recommend hiring of candidates. MOESC may take the Board's recommendations into account in its hiring decisions regarding Aides to be provided under this Agreement.

11. MOESC Aide Orientations, professional development and/or trainings will be provided at the expense of MOESC.

12. Aide Orientations and other Board Trainings will be provided at the expense of the Board.

13. The Board may request to reassign an Aide providing (5) five business days prior written notice to MOESC. The Board may request the immediate suspension of the services of any Aide in a case of misconduct or other emergent circumstances requiring immediate action. In all such cases MOESC shall be immediately notified in writing and shall endeavor to provide a substitute Aide pending resolution of the reason(s) for suspension.

14. Neither party may sell, assign, transfer nor otherwise dispose of its obligations as set forth herein without the other party's prior written consent.

15. In the event any claims or disputes arise involving non-parties to this Agreement regarding the provision of services by MOESC pursuant to this Agreement, the Board shall promptly: (1) notify MOESC when it becomes aware of any such claim or dispute or facts that may give rise to same, whether or not formal notice has been filed; and (2) cooperate with MOESC in investigating and attempting to resolve any such third party claims or disputes, including, but not limited to, attending, participating and joining in meetings, conferences, hearings and dispute resolution proceedings.

16. Any controversy or claim arising out of or relating to this Agreement or its breach, which is unable to be resolved by the parties after Fifteen (15) days' notice and

an opportunity to correct, shall be resolved by non-binding mediation. Any dispute not resolved by mediation, shall be brought before a mutually agreed-upon arbitrator who shall conduct binding arbitration of the dispute. The arbitrator may allocate the costs and expenses (not to include a party's attorney's fees) of the arbitration between the parties.

17. Each party will indemnify, defend and hold harmless the other party, including its agents, servants and employees, from any and all suits, claims for damages, including, without limitation, malpractice or misconduct claims, liabilities, attorney's fees, costs arising from any and all injuries to persons or property damage caused by any acts or omissions by their agents, servants, contractors and employees. This covenant shall include the provision of defense at all stages of the judicial, administrative or mediation/arbitration process.

18. This Agreement contains the entire agreement of the parties and supersedes any prior negotiations, communications, or discussions between the parties. No amendment shall be valid except by written agreement of the parties adopted by their respective governing bodies in the same manner as this Agreement itself.

19. No representations, inducements, promises or agreements, including descriptive brochures, oral or otherwise, and which are not embodied herein, shall not be of any force or effect.

20. Either MOESC or the Board may cancel this Agreement with Sixty (60) days' written notice.

21. Direct Placement Fee – In consideration of MOESC's efforts to locate and assign aides under this agreement, the Board agrees not to employ any aides placed by MOESC for a period of one year from the referral or last day of employment at Board through MOESC without first paying MOESC a direct placement fee of $5,000.00

22. This Agreement has been negotiated at arms-length and between entities sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is

waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement.

23. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

24. Each party to this Agreement agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

25. The Board shall provide MOESC with a Certificate of Insurance naming MOESC as an additional insured that provides the following insurance coverages and limits of liability:

1. General Liability: $5,000,000
2. Auto Liability: $5,000,000

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of this ____ day of _____ 20___.

DISTRICT PRESIDENT BOARD OF EDUCATION

Scott J. McCue

Scott McCue
MOESC PRESIDENT BOARD OF EDUCATION

DISTRICT SECRETARY BOARD OF EDUCATION

Christopher Mullins
MOESC SECRETARY BOARD OF EDUCATION