

**Agreement Between**

**the**

**Monmouth-Ocean Educational Services Commission**

**and**

**Monmouth-Ocean Educational Services Association**

## PREAMBLE

This Agreement entered into this \_\_\_\_\_ by and between the Monmouth-Ocean Educational Services Commission, herein after called the "Commission" and the Monmouth-Ocean Educational Services Association herein after 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 herein after 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 the Adult High School Education Program, the Alternate School Program for Non-Classified Middle School and High School students, Elementary, Middle School and High school Special Education Programs, Substance Abuse Programs, Contracted Child Study and Speech Programs, Federal and State Supplementary Non-Public Programs and On-Line Instruction, but excluding all non-certified staff, supportive staff employees, 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 or the Association that there has been a violation or inequity because of a misinterpretation or misapplication of this Agreement which would adversely affect an employee's terms and conditions of employment.

B. 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.

C. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these proceedings shall be kept as informal and confidential as may be

appropriate at any level of the procedure.

D. Any employee who has a grievance shall discuss it first with the immediate supervisor involved in an attempt to resolve the matter informally.

E. 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, and the dissatisfaction with the previously rendered decision. Upon receipt of the written grievance, the immediate supervisor will communicate a decision to the employee in writing within ten (10) working days.

F. 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.

G. 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.

H. 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 either the American Arbitration Association or another agency. 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

-2-

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.

I. An employee may be represented at all stages of the grievance procedure by representatives of the

Association.

J. 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.

K. 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.

L. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated representatives.

M. 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. An employee may request to see his or her complete personnel file relative to performance. Employees will be provided with a copy of any evaluation, reprimand, and letter of commendation that are to be placed in the employees' personnel folder.

#### **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, register of certified personnel, agenda and minutes of open public board meetings, to the Association President census data and names and

addresses of all bargaining unit employees, within (10) ten working 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.

#### **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 four (4) 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.

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 day based upon their completed years of service with the Commission:

- Up to ten years: \$37.50 per unused sick day up to maximum of \$3750.
- From ten years and one day to fifteen years: \$40 per unused sick day up to a maximum of \$4000.
- Over fifteen years: \$42.50 per unused sick day up to a maximum of \$4250.

-4-

#### **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 20 or more hours per week shall be granted two (2) additional personal days which may be taken without a stated reason. 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, child, son-in-law, daughter-in-law, parent, mother-in-law, father-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.

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.

-5-

### **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. The Commission shall provide full paid health insurance to full-time and part-time employees who were employed prior to the date of signature of this Agreement (which Agreement is retroactively effective to 7/1/06) and who work at least twenty (20) hours per week to cover themselves and their families for medical, surgical and major medical benefits. The Commission shall provide full paid health insurance to full-time and part-time employees who were employed following the date of signature of this Agreement (which Agreement is retroactively effective beginning on 7/1/06) and who at least work twenty-five (25) hours per week to cover themselves and their families for medical, surgical and major medical benefits.

The Commission will make every effort to stabilize employees' hours from year to year so they may become eligible for health benefits.

B. The Commission shall provide dental insurance to full-time and part-time employees who were employed prior to the date of signature of this Agreement (which is retroactively effective beginning on 7/1/06) and who work at least twenty (20) hours per week to cover the employee only. Coverage will be provided up to a maximum cost per employee per year of \$350.00. The Commission shall provide dental insurance to full-time and part-time employees who were employed after the date of signature of this Agreement (which Agreement is retroactively effective beginning on 7/1/06) and who work at least twenty-five hours (25) per week to cover the employee only. Coverage will be provided up to a maximum cost per employee per year of \$350.00.

C. Employees who participate in Prudential Insurance may use payroll deductions to remit their fees.

D. Per case child study team members who have been employed at M-OESC as per case workers for ten years with a case load of a minimum of 60 cases per year for each of the years, are entitled to health insurance beginning in the eleventh year of their employment as per Article IX.

E. All employees hired after July 1, 2004 will only be eligible for the point-of-service medical insurance program offered by the MOESC.

F. The Commission agrees to provide health insurance to domestic partners who have complied with the requirements necessary to legally license and confirm their relationship with the state of New Jersey at the same level of coverage as the spouse of married employees.

#### **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 (NJSA S214-5. 9e) and under rules established by the State Department of Education.

-6-

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 the Monmouth-Ocean (MONOC) 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: VALIC, Fidelity Investments, Equitable, Lincoln Financial, or Dean Witter Reynolds or any other plan offered by the Commission, as selected by the employee.

## **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 13 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 13 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.

-7-

D. Upon the employee's documented completion of a pre-approved course in accordance with Paragraph B 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**

A. Non-tenured employees shall be observed through classroom visitation at least three (3) times in each school year. Tenured employees shall be observed through classroom visitation at least once in each school year.

B. Each observation shall be followed by a written report and by a conference between the employee and the observer for the purpose of identifying any deficiencies, extending assistance for their correction, and improving instruction. Each observation shall consist of at least a full period or a complete lesson.

C. Employees shall be given a copy of any class visit report prepared by their evaluator before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form. The employee's signature shall indicate that the report has

been seen and shall not necessarily indicate agreement with the contents.

D. Conferences as described above shall occur within fifteen (15) work days of the observation. The conference shall be held within the school day without loss of benefit to the employee.

E. Employees shall have the right to submit a written response to all reports within five (5) work days of the conference. Said response shall be attached to all copies of the report.

### **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 vacancies shall be posted in the Commission's offices and a copy shall be mailed to the Association president. Such notice shall include a job description, qualifications and remuneration consistent with the established guide. Vacancy notices shall be posted at least ten (10) school days before the application deadline.

E. Employees who wish to transfer to another position shall submit a request in writing to the Executive Director/Superintendent.

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.

-8-

G. Notice of termination by either employer or employee may be given at anytime, giving to the other 45 days in writing of intention to terminate through June 30, 2007, and thereafter 35 days in writing of intention to terminate before or on July 1, 2008 and thereafter 30 days in writing of intention to terminate.

H. MOESC shall internally post on the MOESC website any teaching vacancies for any vacant or newly created on-line teaching position.

### **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. The hourly rate for each part-time employee covered by this agreement is set forth in schedule B. Part-time child study team per case rate is set forth in schedule C.

1. Full-time shall be defined as those employees on a full-time contract regularly scheduled to work thirty-five (35) 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.
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.

B. Employees shall be paid the IRS rate in effect on the preceding July 1 per mile for any mileage incurred on school related business over and above the employee's regular teaching schedule requested of the employee by the administration. 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. Any additional hours assigned by the administrator, over and above the regularly scheduled hours, will be paid. (See Schedule D)

F. All personnel hired after June 30, 2002 must utilize direct deposit of their pay. Direct deposit of pay shall remain optional for all staff hired before June 30, 2002.

G. Speech and Language Specialists will be paid a non-pensionable stipend equal to three percent of their prior school year earnings as a Speech and Language Specialist provided he/she was employed by the Commission for the entire previous school year, and having satisfied their requirements for Certificates of Clinical Competence in a state approved program. The stipend will be paid in June of the following school year and only to Speech and Language Specialists who continued in employment.

-9-

**ARTICLE XV**

**WORK YEAR**

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. Eleven-month employees shall work one hundred eighty-six (186) days plus twenty (20) days.

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 3/4 hours	35 minutes
10-14 3/4 hours	70 minutes
15-19 3/4 hours	105 minutes
20-25 hours	140 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.

-10-

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 telegram or registered letter at the following address:

1. If by Association to Commission, 100 Tornillo Way, Suite 1  
Tinton Falls, New Jersey 07712
2. If by Commission to Association, to the President at the home  
address, or the Officer/person designated by the Association.

-11-

G. It is understood and agreed that those employees covered by this agreement, 2006 through 2009, who have retired or resigned in the 2006-2007 school year, will receive the appropriate retroactive pay for the 2006-2007 school year as per this agreement.

H. Any works prepared by professional teaching staff members within the scope of their employment and any certain works prepared by professional teaching staff members that are specially ordered or commissioned by the Commission shall result in all rights to said materials being owned by the Commission including; but not limited to, copyright and any other ownership rights. Any materials created by professional teaching staff members which were not prepared within the scope of the employment or which were not specially ordered or commissioned by the Commission shall result in the employee owning all such rights in said materials including, but not limited to, copyright. The professional teaching staff member shall provide sixty (60) days' advance notice prior to its use to the Commission, for any work which said professional teaching staff member believes is covered by the employee's copyright ownership. Said notice shall be accompanied by proof satisfactory to the Commission demonstrating the copyright. Copyright ownership and/or profits derived from any said materials prepared by the professional teaching staff member outside of employment with or from the Commission shall belong exclusively to the employee. The Commission may opt to not use any copyrighted material.

I. Recognition of Exemplary Attendance

To ensure the proper recognition of perfect attendance by staff members, the following administrative guidelines shall apply:

1. Central Office administrators shall annually review the attendance records and report to the Superintendent, at the close of each school year, those staff members who have had perfect attendance. Perfect attendance shall be defined as the use of zero sick days during year of employment.

The use of bereavement and/or religious days and/or personal days shall not be counted against the staff member.

2. The Monmouth-Ocean Educational Services Commission shall annually recognize the staff members for perfect attendance in accordance with the following "Exemplary Attendance Awards Schedule."

**Exemplary Attendance Awards Schedule**

1 <sup>st</sup> year	Gold Pen (Cross)
2 <sup>nd</sup> year	\$100 Savings Bond
3 <sup>rd</sup> year	\$200 Savings Bond
4 <sup>th</sup> year	\$300 Savings Bond
5 <sup>th</sup> year	\$400 Savings Bond
6 <sup>th</sup> - 9 <sup>th</sup> year	\$500 Savings Bond
10 <sup>th</sup> year	\$500 Savings Bond and \$100 Gift Certificate
Over 10 years	\$1,000 Savings Bond

- 3. Years need not be consecutive. For example, perfect attendance in years 1, 2, and 3 followed by a not-perfect attendance year would place an employee at the 4<sup>th</sup> year award after the next perfect attendance year.
- 4. Attendance awards will be counted from July 1, 2002.

-12-

**ARTICLE XIX**

**DURATION OF AGREEMENT**

A. This Agreement shall be retroactive to July 1, 2006, and shall continue in effect until June 30, 2009 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.

**Monmouth-Ocean Educational  
Services Association**

**Monmouth-Ocean Educational  
Services Commission**

by \_\_\_\_\_  
President Date

by \_\_\_\_\_  
President Date

by \_\_\_\_\_  
Secretary Date

by \_\_\_\_\_  
Secretary Date

-13-



SCHEDULE A

**YEAR 1**  
**2006-07** *Monmouth Ocean Ed Serv.*

Salary Guide Step	BA	MA	MA+10%
1	38,165	39,400	43,340
2	38,415	39,650	43,615
3	38,665	39,900	43,890
4	38,915	40,150	44,165
5	39,165	40,400	44,440
6	39,885	41,120	45,232
7	40,605	41,840	46,024
8	41,325	42,560	46,816
9	42,325	43,560	47,916
10	44,125	45,360	49,896
11	46,000	47,235	51,959
12	47,950	49,185	54,104
13	49,975	51,210	56,331
14	52,075	53,310	58,641
15	54,250	55,485	61,034

**YEAR 2**  
**2007-08** *Monmouth Ocean Ed Serv.*

Salary Guide Step	BA	MA	MA+10%
1	39,410	40,710	44,781
2	39,660	40,960	45,056
3	39,910	41,210	45,331
4	40,160	41,460	45,606
5	40,410	41,710	45,881
6	41,120	42,420	46,662
7	41,860	43,160	47,476
8	42,600	43,900	48,290
9	44,450	45,750	50,325
10	46,300	47,600	52,360
11	48,150	49,450	54,395
12	50,000	51,300	56,430
13	51,850	53,150	58,465
14	53,700	55,000	60,500
15	55,550	56,850	62,535

**YEAR 3**  
**2008-09** *Monmouth Ocean Ed Serv.*

Salary Guide Step	BA	MA	MA+10%
1	40,550	41,950	46,145
2	40,800	42,200	46,420
3	41,050	42,450	46,695
4	41,300	42,700	46,970
5	41,550	42,950	47,245
6	42,380	43,780	48,158
7	43,210	44,610	49,071
8	44,040	45,440	49,984
9	45,870	47,270	51,997
10	47,700	49,100	54,010
11	49,530	50,930	56,023
12	51,360	52,760	58,036
13	53,190	54,590	60,049
14	55,020	56,420	62,062
15	56,850	58,250	64,075

**SCHEDULE B**

**YEAR 1**  
**2006-07** *Monmouth Ocean Ed Serv.*

Salary Guide	RA	MA
Step 1	25.39	27.24
2	27.26	28.11
3-4	27.81	28.66
5-6	28.36	29.21
7-8	28.91	29.76
9	29.41	30.26
10	29.91	30.76
11	30.41	31.26
12	30.91	31.76
13	31.41	32.26
14	31.91	32.76
15	32.41	33.26
16	33.39	34.22
17	34.00	34.80
18	35.42	36.22

**YEAR 2**  
**2007-08** *Monmouth Ocean Ed Serv.*

Salary Guide	BA	MA
Step 1	27.24	28.14
2	27.41	28.31
3	28.24	29.14
4-5	28.78	29.68
6-7	29.33	30.23
8-9	29.88	30.78
10	30.39	31.28
11	30.95	31.85
12	31.53	32.42
13	32.00	32.90
14	32.54	33.42
15	33.79	34.67
16	34.85	35.72
17	36.09	36.96
18	37.37	38.25

**YEAR 3**  
**2008-09** *Monmouth Ocean Ed Serv.*

Salary Guide	BA	MA
Step 1	28.65	29.64
2	28.83	29.82
3	29.01	30.00
4	29.25	30.15
5-6	29.78	30.66
7-8	30.33	31.23
9-10	30.88	31.78
11	31.40	32.29
12	31.96	32.86
13	32.61	33.56
14	33.86	34.81
15	35.11	36.06
16	36.36	37.32
17	37.61	38.57
18	38.86	39.82

<u>Schedule C</u>	<u>Base 05-06</u>	<u>06-07</u>	<u>07-08</u>	<u>08-09</u>
CST per case rate	315.00	329.00	343.00	358.00
CST per hour rate	33.75	35.28	36.81	38.41
Annual Review rate	35.69	37.30	38.92	40.61

<u>Schedule D</u>				
IEP's	21.42	22.38	23.35	24.37
Curriculum writing	23.35	24.40	25.46	26.57
Summer schedule	30.61	31.99	33.38	34.83
Annual Review-Speech	38.04	39.75	41.48	43.28

<u>Virtual High School</u>				
Full time	4400.00	4598.00	4798.01	5006.73