

Contract no. 627

LIBRARY
INSTITUTE OF MANAGEMENT

RUTGERS UNIVERSITY

CONTRACT

Between

**THE MORRIS COUNTY EDUCATIONAL SERVICES COMMISSION
OF
MORRIS COUNTY, NEW JERSEY**

and

**THE MORRIS COUNTY EDUCATIONAL SERVICES COMMISSION
EDUCATION ASSOCIATION**

July 1, 1991 through June 30, 1993

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ARTICLE 1

ASSOCIATION RECOGNITION

Pursuant to N.J.S.A. 34:13A-1 et seq., the Morris County Educational Services Commission (hereinafter called the COMMISSION) recognizes the Morris County Educational Services Commission Education Association (hereinafter called the ASSOCIATION) as the sole and exclusive representative of the full-time and non-hourly part-time certificated teaching personnel and teacher's aides (herein after called UNIT MEMBERS unless the more specific term of teacher or teacher's aide is intended) employed by the COMMISSION. Part-time employees represented by the ASSOCIATION shall receive compensation and benefits on an appropriate pro-rata basis.

ARTICLE 2

LEGAL REFERENCE

Section 1. If any provision of this agreement is held to be contrary to law, then such provision and application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions contained herein shall continue in full force and effect.

Section 2. Individual non-tenured teachers employed by the COMMISSION shall execute with the COMMISSION individual employment contracts, the form of which shall be in accordance with the form of "Specimen Contract" attached hereto as Schedule "B".

ARTICLE 3

COMPENSATION

Subject to the recommendations of the Superintendent and approved by the Board of Directors of the COMMISSION, the individual contract of each UNIT MEMBER employed by the COMMISSION during the 1991-92, and 1992-93 school years shall provide for compensation in accordance with the salary guide attached hereto as "Schedule A", and incorporated herein by reference.

However, the COMMISSION reserves the right to withhold increments on individual UNIT MEMBERS contracts, subject to just cause.

ARTICLE 4
LEAVE POLICY

Section 1. Sick Leave:

a. Each UNIT MEMBER is entitled to ten (10) sick days to be accrued from the initial teaching day. This applies to both full and part-time staff as per TITLE 18. Sick days for part-time UNIT MEMBERS will be pro-rated. Unused sick leave shall be accumulated from year to year.

b. In case of sick leave claimed by any UNIT MEMBER for a period of three days or more, the Superintendent may require that a physician's certificate be presented the day the UNIT MEMBER returns to duty. In cases of extended illness, a physician's certificate is required indicating that UNIT MEMBER is completely recovered and able to resume his duties.

c. Leaves related to pregnancy are discussed in Section 3 of this article.

d. Any UNIT MEMBER who anticipates an extended period of disability shall inform the COMMISSION of this anticipated absence three (3) months in advance. If three (3) month's advance notice is not possible, the UNIT MEMBER shall notify the COMMISSION of an anticipated extended absence as soon as he or she becomes aware of its necessity.

e. "When absence exceeds the annual and accumulated sick leave, UNIT MEMBERS shall have 1/200th of their salary deducted for each day of absence. Extended sick leave may be granted with the specific approval of the COMMISSION.

f. (1). Upon legal retirement or reduction in force (RIF), teachers shall be compensated at the rate of \$30.00 per day for all unused sick days.

(2). Upon legal retirement or reduction in force (RIF), teacher aides shall be compensated at the rate of \$20.00 per day for all unused sick days.

(3). The UNIT MEMBER's estate will receive this compensation if an UNIT MEMBER, otherwise entitled to receive this benefit, dies prior to leaving the COMMISSION's employ.

Section 2. Personal Leaves of Absence Other than Sick Leave:

a. Each full time UNIT MEMBER is entitled to three (3) personal leave days without reason with pay per contract year. Each part-time UNIT MEMBER is entitled to a pro-rated number of personal leave days with pay per contract year. This leave is not cumulative, and shall be granted only upon written request to the Superintendent at least three (3) days in

advance except in cases of emergency. In cases of emergency, the Superintendent must be advised of the reason for the personal day.

(1). Use of personal leave days immediately before or after holidays or vacations may be permitted only if there is a demonstrated need for such leave. Such a requests shall be made in writing to the Superintendent for approval prior to the granting of this leave.

(2). The COMMISSION reserves the right to grant leaves without pay in cases not covered herein.

Section 3. Pregnancy Related Leaves:

a. A pregnant UNIT MEMBER shall be considered temporarily disabled for a period of four (4) weeks before the expected due date of the child and four (4) weeks following the delivery of the child. During this period, any UNIT MEMBER not already on maternity leave may use all or any part of her annual and accumulated sick leave and receive full pay and benefits without having to produce a physician's certificate that she is disabled. The UNIT MEMBER shall deliver to the Superintendent a physician's certificate stating the expected delivery date of the child. If an UNIT MEMBER requests more than four (4) weeks' sick leave either before or after the birth, she shall provide a physician's certificate attesting to the actual dates on which the disability began or terminated. A pregnant UNIT MEMBER who elects to keep teaching, may at the COMMISSION's discretion, be required to periodically provide a physician's certification to continued fitness to perform her duties.

b. The term "maternity leave" does not refer to an involuntary absence from work solely while the teacher is physically disabled from work during or following pregnancy. Such an absence is governed by Section 1. "Sick Leave," of this Article. The term "maternity leave" refers to a voluntary absence from work to prepare for the birth of a child or to care for the child after its birth. A pregnant UNIT MEMBER who requests maternity leave may either:

(1) Request a maternity leave beginning before birth, while she is still physically able to work, and by extending after its birth. (By choosing to leave work before she is physically disabled, the teacher waives the use of sick leave during the subsequent period of disability); or

(2) Work until she becomes physically disabled, use her sick leave during the period of disability, and request a maternity leave to care for the child after she has recovered from pregnancy related disability. One year leave of absence, unpaid, may be granted to tenured teachers and must be applied for by submitting a form available from the Superintendent.

c. Maternity leave for periods when the UNIT MEMBER is not disabled may be granted at the COMMISSION's discretion in accordance with the regular leave policy.

d. As a condition to receiving maternity leave, a pregnant UNIT MEMBER must inform the Superintendent of the dates on which she wishes her maternity leave to begin and end as soon as reasonably possibly, but in no event less than three (3) months in advance of the anticipated date of birth.

e. No UNIT MEMBER shall be required to take an unpaid leave of absence because of pregnancy. The COMMISSION may, at its discretion, require a UNIT MEMBER to take a paid leave of absence prior to or following the dates she has requested for maternity leave, when in the COMMISSION's judgement this is necessary to avoid disrupting the continuity of the educational program. In an appropriate case, sick leave may be applicable.

Section 4. Adoption Leave:

a. Any tenured teacher who has adopted a child may request an unpaid one (1) year leave of absence for child-rearing purposes. Such leave may commence two (2) weeks prior to expected date of adoption.

b. As a condition to receiving adoption leave, the teacher must apply for the leave on the form provided by the commission, at least three (3) months in advance of the anticipated commencement date of the leave.

c. If both parents are employed as teachers by the COMMISSION, only one spouse shall be entitled to adoption leave.

Section 5. Bereavement Leave:

a. UNIT MEMBERS shall be entitled to up to three (3) days bereavement leave with pay per occurrence for the death in the immediate family (father, mother husband, wife, child, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, and any member of the family unit living in the same household, no matter what degree of relationship).

b. Under extreme conditions UNIT MEMBERS may make a special request to the superintendent for additional berevment days. The granting of these days is at the sole discretion of the Superintendent and shall not exceed two (2) days.

ARTICLE 5

WORKSHOPS AND CONVENTIONS

From time to time individual UNIT MEMBERS may be asked to attend workshops or conventions. The ASSOCIATION may also make suggestions on attendance of workshops and conventions. Attendance by an individual unit member and/or compensation for expenses in

attending same will be decided by the superintendent on an individual basis. Expenses to be reimbursed are:

- a. Include lodging if overnight workshop is granted.
- b. Mileage according to the U.S. Internal Revenue Service allowance effective at the time of the travel.
- c. Reimbursement during the 1991-1992 school year of TWENTY FIVE DOLLARS (\$25.00) for three meals per day or pro-rated per meal. This allowance will increase to THIRTY DOLLARS (\$30.00) for subsequent years.
- d. Registration fees involved.

ARTICLE 6

CREDIT UNIONS

The COMMISSION, upon submission of appropriate requests by individual UNIT MEMBERS, shall make deductions and deposits on behalf of UNIT MEMBERS with approved credit union requested in accordance with those statutes which require the COMMISSION to make such deductions.

ARTICLE 7

INSURANCE

The COMMISSION will provide group dental insurance and hospitalization insurance for those UNIT MEMBERS eligible under the COMMISSION's existing contract(s) with the insurance carrier, and part-time teachers who are regularly employed for twenty (20) hours or more per week. Hospitalization insurance will be substantially similar to the coverage provided by Blue Cross - Blue Shield family plan - including Rider J. The COMMISSION reserves the right to select the insurance company(ies) to provide the foregoing coverages and to change coverages provided that the same are equivalent to or better than existing coverages.

ARTICLE 8

TUITION REIMBURSEMENT

Section 1. The COMMISSION will reimburse full-time UNIT MEMBERS for their tuition of job related college courses, not to exceed the State of New Jersey college tuition rate per credit with a maximum of twelve (12) credits in a fiscal year, upon successful completion of the course and presentation of a transcript. Part-time teachers will be entitled to tuition reimbursement at the same rate and on the same conditions, with the maximum credits to be prorated. The superintendent must review such course requests and determine what course reimbursement will be granted.

Section 2. Successful completion means that the grade awarded must be at least a "C" for undergraduate courses and "B" or "C" for graduate courses, depending on the minimum grade that is acceptable at the college or university where the course is taken.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1. Definitions:

a. A grievance is a claim based upon an event or condition which affects the conditions or circumstances under which a UNIT MEMBER allegedly caused by misinterpretation or inequitable application of established policy. A grievance, to be considered under this procedure, must be initiated by the aggrieved party within thirty (30) calendar days of the time the aggrieved party knows or should have known of its occurrence, otherwise the same shall be deemed to have been abandoned.

PROVIDED: No claim or cause of which there is another procedure, settlement, or adjudication established by law or rule or regulation having the force of law shall constitute a grievance.

b. The term UNIT MEMBER may include a group of members who are similarly affected by a grievance.

c. An "aggrieved party" is the person or persons making the claim and any person who might be required to take action or against who action might be taken in order to resolve the problem.

Section 2. Purpose:

The purpose of the procedure hereby set forth is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Except for the purpose of implementing this procedure, both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

Section 3. Procedure:

The COMMISSION and the teaching staff recognize that the best interests of public education will be served by establishing grievance procedures for professional staff personnel (an individual or group) to provide an orderly method for them to seek mutually satisfactory agreement on problems before them, and to appeal through designated channels in the event of an impasse.

Under this procedure, the individual member or members of the professional staff has:

- a. The right to appeal the application of policies and administrative decisions affecting him (or them) with freedom from restraint, interference, coercion, discrimination, or reprisal, and
- b. The right to represent his (or their) appeal, or designate a representative to appear for him (or them) at any step in the appeal.

Procedure:

- a. Provide for discussion of any grievance with the immediate COMMISSION administration superior in an attempt to resolve the matter at that level.
- b. Provide, if the grievance remains unresolved, that the individual or group may set forth the complaint in writing and complaint shall receive a written decision from his immediate superior within five calendar days of submission of the complaint.
- c. Provide, if the grievance remains unresolved, that the individual or group may set forth the grounds for the complaint in writing to the Superintendent. The complainant shall receive a resolution or a decision in writing with reasons within five calendar days of the submission.
- d. Provide, if the grievance remains unresolved, that the individual or group may set forth in writing the grounds for the complaint to the COMMISSION. The COMMISSION shall request and hold a meeting to hear the grievance and render a written decision with reasons within twenty days of the receipt of the complaint.

- e. Provide, if the grievance remains unresolved, that the individual or group, may request binding arbitration. The arbitrator will be selected by requesting, within ten calendar days after receiving the COMMISSION's written decision, that the Public Employment Relations Commission (PERC) submit a roster of persons qualified to function as arbitrator in the dispute in question. The parties shall then be bound by the Rules and Procedures of PERC in the selection of an arbitrator:

Said arbitrator shall render his decision to the COMMISSION and the individual or group within ten calendar days of the hearing. The decision of the arbitrator is to be final and consistent with the rules and regulations of the COMMISSION, local, state or national laws, or local, state, or national rules and regulations having the effect of law. The cost of arbitration will be shared equally by the parties involved.

- f. The Arbitrator shall have jurisdiction and authority only to interpret, determine compliance with or apply provisions of the COMMISSION Policy and at no time, have jurisdiction or authority to add to, or detract from or alter in any way said policy.
- g. If arbitration is not requested and this procedure does not resolve the grievance to the satisfaction of both parties involved, the individual, or group, reserves the right to appeal to the New Jersey State Commissioner of Education.
- h. Time limits stated above may be shortened or lengthened only upon mutual consent of the parties.

ARTICLE 10

WORK YEAR

UNIT MEMBERS under a ten-month contract shall not be required to work in excess of 184 days. Two of these days will be half days for inservice education. Newly hired UNIT MEMBERS may be required to work 185 days for the purpose of orientation.

ARTICLE 11

SCHOOL DAY

Section 1. The in-school work day shall be 6 hours and 45 minutes.

Section 2. It is the intention of the COMMISSION to provide each teacher with a non-pupil contact period per day, when possible. This provision will be waived on days when the schedule is changed to provide for school wide activities such as: Student/Faculty events, field day, flag day, field trips, and other times which involve the redistribution of staff members required to provide adequate supervision of students. When students are not in the teachers' classroom or under the teacher's direct supervision, the teacher may use this time as preparation.

Section 3. All UNIT MEMBERS shall have a duty-free lunch period equivalent to the length of the student's lunch period.

Section 4. All UNIT MEMBERS shall not be required to attend in excess of one (1) evening assignment per marking period, and not to exceed four (4) evening assignments per year.

Section 5. UNIT MEMBERS shall be required to attend one after school principal's meeting per week. The day of such meeting should be consistent.

Section 6. Teacher aides will be provided with a fifteen (15) minute break in the morning and afternoon in lieu of preparation granted the teachers in Section 2 above.

ARTICLE 12

EXTRA ASSIGNMENT

Section 1. Teachers shall not be assigned to teach a subject area on a regular basis that does not fall within their area of certification.

Section 2. Teachers assigned to participate in curriculum development beyond the normal work day or work year will be paid at \$25.00 per hour of work for the 1991-1992 school year and \$30.00 per hour in subsequent years.

ARTICLE 13

SUBSTITUTES

The administration will make a reasonable effort to hire substitutes for teachers and teacher aides whenever they are absent.

ARTICLE 14

LISTING OF POSITIONS

A complete list of all vacancies and new positions as related to the educational program shall be posted within the school building and a copy shall be sent to the ASSOCIATION President at the time of the posting. The ASSOCIATION will leave three (3) stamped self-addressed envelopes at the school for three (3) ASSOCIATION officers at the start of each vacation in the event of an opening during that period of time and will be mailed to same.

ARTICLE 15

NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-5.3 in good-faith effort to mutually agree to the terms and conditions of teacher's employment. Such negotiations shall begin not later than December 15 of the calendar year preceding the calendar year in which the Agreement expires. Any Agreement so negotiated, upon ratification, shall apply to all UNIT MEMBERS, be reduced to writing, be signed by the COMMISSION and the ASSOCIATION, and be adopted by the COMMISSION.

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 16

REDUCTION IN FORCE

In the event of a reduction in force (RIF), UNIT MEMBERS will be released on a seniority basis.

ARTICLE 17

LIAISON COMMITTEE

A Liaison Committee will be formed consisting of the Executive Committee of the Board of Directors of the COMMISSION and the Executive Committee of the ASSOCIATION. This committee will meet once a year. Further meetings may be called at the request of either executive committee.

ARTICLE 18

REPRESENTATION FEE

Section 1. Purpose of Plan: If a bargaining UNIT MEMBER 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 UNIT MEMBER will be required to pay a representation fee to the ASSOCIATION for that membership year to offset the cost of services rendered by the ASSOCIATION for majority representation.

Section 2. Amount of Fee: Prior to the beginning of each membership year, the ASSOCIATION will notify the COMMISSION, in writing, of the amount of the regular membership dues, initiation fees and assessment charged by the ASSOCIATION to its own members for that membership year. The representation fee to be paid by non-members shall be 85% of the regular membership dues, fees and assessments.

Section 3. Deduction and Transmission of Fee: The COMMISSION to deduct from the salary of any bargaining UNIT MEMBER who is not a member of the ASSOCIATION for the current membership year the full amount of the representation fee set forth herein and transmit the amount so deducted to the ASSOCIATION.

The COMMISSION agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each bargaining UNIT MEMBER during the remainder of the membership year in question. The deductions will begin thirty (30) days after the bargaining UNIT MEMBER begins his or her employment in a bargaining unit position or a soon thereafter as possible.

The ASSOCIATION, before any deduction are made, will first establish a demand and return system. This system will provide that a non-union member may appeal the amount of the representation fee assessed against him/her.

Section 4. Indemnification and Save Harmless Provision: The ASSOCIATION agrees to indemnify and hold the COMMISSION harmless against any liability which may arise by reason of any action taken by the COMMISSION in complying with the provisions of this Article, provided that the COMMISSION gives the ASSOCIATION reasonable notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph.

Section 5. Termination of Employment: If a bargaining UNIT MEMBER who is required to pay a representation fee terminates his or her employment with the COMMISSION before the ASSOCIATION has received the full amount of the representation fee to which it is entitled under this Article, the COMMISSION will deduct the unpaid portion of the fee from the last paycheck pay to said bargaining UNIT MEMBER during the membership year in question and promptly forward same to the ASSOCIATION.

The procedure explained above will apply to all ASSOCIATION members and not just those who pay a representation fee. This statement is meant to provide equal treatment for ASSOCIATION and non-ASSOCIATION members.

Section 6. Mechanics: Except as provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the ASSOCIATION will, as nearly as practicable, be the same as those used for the deduction and transmission of regular membership dues to the ASSOCIATION.

Section 7. The herein described procedure shall be implemented and administered consistent with N.J.S.A. 34:13A-5.5 and as such is modified, amended and interpreted.

ARTICLE 19

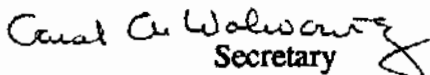
DURATION OF AGREEMENT

This Agreement shall be for a term of two (2) years, commencing on the 1st day of July, 1991, and terminating on the 30th day of June, 1993.

SIGNED and SEALED this day of 1991, by the respective officers of the COMMISSION and the ASSOCIATION.

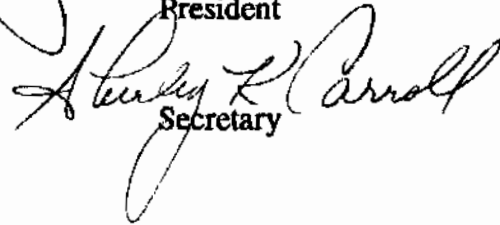
The Morris County Educational
Services Commission Education
Association


President


Secretary

The Morris County Educational
Services Commission


President


Secretary

SCHEDULE A

FACULTY SALARY GUIDE 1991-92 (year 1)

STEP	BS	BS + 30	MA	MA + 30	AIDES
1	\$27,200	\$27,894	\$28,588	\$29,283	\$13,600
2	\$27,894	\$28,588	\$29,283	\$29,982	\$13,947
3	\$28,588	\$29,283	\$29,982	\$30,676	\$14,294
4	\$29,283	\$29,982	\$30,676	\$31,381	\$14,641
5	\$29,982	\$30,676	\$31,381	\$32,070	\$14,991
6	\$30,676	\$31,381	\$32,070	\$33,120	\$15,338
7	\$31,381	\$32,070	\$33,120	\$34,233	\$15,691
8	\$32,070	\$33,120	\$34,233	\$35,627	\$16,035
9	\$33,120	\$34,233	\$35,627	\$37,021	\$16,560
10	\$34,233	\$35,627	\$37,021	\$38,420	\$17,116
11	\$35,627	\$37,021	\$38,420	\$40,020	\$17,813
12	\$37,021	\$38,420	\$40,020	\$41,695	\$18,510
13	\$38,420	\$40,020	\$41,695	\$43,365	\$19,210
14	\$40,020	\$41,695	\$43,365	\$45,039	\$20,010
15	\$41,695	\$43,365	\$45,039	\$46,714	\$20,848
16	\$43,365	\$45,039	\$46,714	\$48,384	\$21,682
17	\$45,039	\$46,714	\$48,384	\$50,064	\$22,520
18	\$46,714	\$48,384	\$50,064	\$51,733	\$23,357
19	\$48,384	\$50,064	\$51,733	\$53,403	\$24,192

NOTE: Aides get 50% of the BS level. Certified aides get \$2000 per year extra.

FACULTY SALARY GUIDE 1992-93 (year 2)

STEP	BS	BS + 30	MA	MA + 30	AIDES
1	\$28,494	\$29,240	\$29,986	\$30,732	\$14,247
2	\$29,240	\$29,986	\$30,732	\$31,479	\$14,620
3	\$29,986	\$30,732	\$31,479	\$32,231	\$14,993
4	\$30,732	\$31,479	\$32,231	\$32,977	\$15,366
5	\$31,479	\$32,231	\$32,977	\$33,735	\$15,739
6	\$32,231	\$32,977	\$33,735	\$34,476	\$16,115
7	\$32,977	\$33,735	\$34,476	\$35,604	\$16,489
8	\$33,735	\$34,476	\$35,604	\$36,800	\$16,867
9	\$34,476	\$35,604	\$36,800	\$38,299	\$17,238
10	\$35,604	\$36,800	\$38,299	\$39,797	\$17,802
11	\$36,800	\$38,299	\$39,797	\$41,301	\$18,400
12	\$38,299	\$39,797	\$41,301	\$43,022	\$19,149
13	\$39,797	\$41,301	\$43,022	\$44,822	\$19,899
14	\$41,301	\$43,022	\$44,822	\$46,617	\$20,651
15	\$43,022	\$44,822	\$46,617	\$48,417	\$21,511
16	\$44,822	\$46,617	\$48,417	\$50,218	\$22,411
17	\$46,617	\$48,417	\$50,218	\$52,012	\$23,308
18	\$48,417	\$50,218	\$52,012	\$53,819	\$24,209
19	\$50,218	\$52,012	\$53,819	\$55,613	\$25,109

NOTE: Aides get 50% of the BS level. Certified aides get \$2000 per year extra.

SCHEDULE B

MORRIS COUNTY EDUCATIONAL SERVICES COMMISSION
and
MORRIS COUNTY EDUCATION CENTER
SPECIMEN EMPLOYMENT CONTRACT

It is agreed between the Board of Directors of the Morris County Educational Services Commission in the County of Morris, party of the first part, and _____, party of the second part, that said Board of Directors has employed and does hereby engage and employ the said party of the second part to the position of _____ in the public schools, under control of said Board of Directors from the _____ day of _____ 199_, to the _____ day of _____ 199_ at the salary of \$_____ to be paid in twenty (20) equal semi-monthly installments, that the party of the second part shall begin service on the _____ day of _____ 199_, that the said party of the second part holds an appropriate _____ certificate issued in New Jersey in full force and effect, or will procure such certificate before the date said person shall begin service, and that said person, before entering upon duties of such position, will exhibit the certificate to the County Superintendent of Schools and to the Superintendent of the district in which such school is situate, or to the Secretary in districts where there is no Superintendent.

The said party of the second part hereby accepts the employment aforesaid and agrees to faithfully do and perform duties under employment aforesaid, and to observe and enforce the rules prescribed for the government of the school by the Board of Directors.

It is hereby agreed by the parties hereto that this contract may at any time be terminated by either party giving to the other sixty (60) days notice in writing of intention to terminate the same, but that in the absence of any provision herein for a definite number of days notice the contract shall run for the full term named above.

Dated this _____ day of _____ 199_, Board of Directors of the Morris County Educational Services Commission in the County of Morris.

President _____

Employee _____

Attest _____ Secretary