

AGREEMENT

BETWEEN

**MONMOUTH REGIONAL HIGH SCHOOL BOARD OF
EDUCATION**

AND

MONMOUTH REGIONAL EDUCATION ASSOCIATION

JULY 1, 2004 THROUGH JUNE 30, 2007

TABLE OF CONTENTS

ARTICLE PREAMBLE	1
ARTICLE I - RECOGNITION.	2
ARTICLE II - NEGOTIATION PROCEDURE	4
ARTICLE III - GRIEVANCE PROCEDURE	6
ARTICLE IV - LENGTH OF SCHOOL YEAR	11
ARTICLE V - LENGTH OF SCHOOL DAY	12
ARTICLE VI - PERSONAL LEAVE	14
ARTICLE VII - PROFESSIONAL LEAVE	15
ARTICLE VIII - REPRESENTATION FEE	16
ARTICLE IX - SCHOOL BUSINESS	18
ARTICLE X - AUTOMOBILE INSURANCE COVERAGE	19
ARTICLE XI - INSURANCE PROTECTION	20
ARTICLE XII - SABBATICAL LEAVE	23
ARTICLE XIII - HOME INSTRUCTION	24
ARTICLE XIV - SUPPLEMENTAL INSTRUCTION	25
ARTICLE XV - SUMMER EMPLOYMENT	26
ARTICLE XVI - CHAPERONES/WEIGHT ROOM SUPERVISION	27
ARTICLE XVII - TEACHER ASSIGNMENTS	28
ARTICLE XVIII - TEACHERS' SALARIES	29
ARTICLE XIX - COACHES' SALARIES	31
ARTICLE XX - EXTRACURRICULAR SALARIES	32
ARTICLE XXI- GUIDANCE COUNSELORS	33
ARTICLE XXII - PAYMENT FOR GRADUATE CREDITS	34

ARTICLE XXIII - MANAGEMENT RIGHTS 35

ARTICLE XXIV - DURATION OF AGREEMENT 36

ARTICLE XXV - ACCUMULATED SICK LEAVE 37

ARTICLE XXVI - CLASS SUBSTITUTE COVERAGE 39

ARTICLE XXVII - INTERPRETATION 40

APPENDIX 41

SIGNATURES 43

TEACHER GUIDES AND LONGEVITY 44

ADVISORS GUIDE 46

COACHES GUIDE 48

PREAMBLE

This Agreement is entered into this 1ST day of July 2004,
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.

A.1 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.

B. 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. Negotiations shall be pursuant to present policy and machinery existing, namely the Joint Board Staff Committee as enumerated in the Monmouth Regional High School Administrative Manual, except that either party shall have the right to discontinue use of said present policy and in future negotiations either party may use a professional negotiator to act on its behalf if it so desires.

B. Negotiations for a successor agreement shall commence April 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 2007-08.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint by a teacher or the Association that there has been to him 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 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 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 of Schools. 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 decision in writing to the teacher and the principal.

5. If the grievance is not resolved to the grievant's 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 Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education.

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 not being re-employable, the Board shall hold a grievance meeting with the non-tenured teacher and his 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 not being reemployed.

(b) Complaints of a teacher or Association which arise by reasons of violations, misinterpretation or misapplication of Board policy.

6. 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 Superintendent that the issue shall be submitted to binding arbitration.

7. (a) The following procedure will be used to secure the services of an arbitrator;

1. Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

2. 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.

3. 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 to the issues submitted to him 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 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.

C. Right of Teachers to Representation:

1. Any aggrieved person may be represented at all stages of the Grievance Procedure by himself, or, at his 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 appeal with respect to his personal grievances.

D. 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 for each academic year excepting in cases of emergency and unforeseen contingencies or events affecting the normal functioning of the school building or work. Effective 2005-06 school year the in-school work year of teachers employed on a ten (10) month basis (other than new personnel) shall not exceed 187 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. The in-school work year of teachers employed on a twelve (12) month basis shall be in accordance with the present policy as established in the Monmouth Regional High School Administrative Manual.

D. 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.

E. Teachers and students shall receive a one-half (1/2) day session on the Wednesday before Thanksgiving Day recess.

ARTICLE V

LENGTH OF SCHOOL DAY

A. The regular in-school work day shall consist of not more than seven (7) hours and fifteen (15) minutes, which shall include a duty free lunch period of a minimum of twenty-three (23) minutes, or as long a lunch period as is allowed for students, except that such times may be longer in the event of an emergency.

B. Certificated personnel shall arrive earlier and/or remain later when necessary to fulfill professional responsibilities such as assistance to students, parent conferences, etc., but the time when parent conferences commence shall be reasonable.

C. In the event teachers are required to remain after the end of the regular work day for the purpose of attending faculty or other professional meetings, such additional time shall not exceed one (1) hour per month, except that there shall be no such limitation to one (1) hour per month in the event of an emergency, or voluntary meetings, when additional time beyond said one hour per month may be required.

D. Meetings held after the end of the regular work day shall start no later than fifteen (15) minutes after dismissal of students, except as to such meetings which take place in the evening. No more than ninety (90) minutes of such meetings shall take place during any month for a total of ten (10) hours per year, except in case of emergency, or attendance at voluntary meetings when more time shall be furnished, if required.

E. The President of the M.R.E.A. shall be assigned a maximum of three (3) classes and one duty per day in order to provide released time for this officer to engage in representation activities. However, the President shall be subject to all other terms and conditions of this Agreement as well as his teaching contract with the Board.

F. In addition to "Back to School Night", the teachers shall make themselves available in the Fall and Spring for the purpose of parent-teacher conferences not to exceed two (2) evenings each year. The Board of Education may schedule day conferences rather than evening conferences. The period of time teachers shall make themselves available for parent-teachers conferences shall total six (6) hours not to exceed two and one half (2 ½) hours per evening session.

G. Teachers who volunteer for early A.M. duty and teachers who teach period zero (0) will be given comp time in blocks of half day and full day, when required to attend meetings called by the Superintendent, or Principal. Such comp time will be for required attendance at faculty or department meetings. (examples: attendance at 5, forty-five minute meetings would equal one day comp time). Should staff members in this category not have blocks of 1/2 days or full days accrued by June 1, they will be permitted during the month of June to receive comp time in exact amounts equal to the time spent at the aforesaid meetings. Compensatory time will not be awarded for any work less than 15 minutes per event.

ARTICLE VI

PERSONAL LEAVE

A. Present policy for certified employees as stipulated in the Monmouth Regional High School Administrative Manual, shall continue for the term of this Agreement, except that the allowance for personal leave shall be three (3) days in each academic year. All requests for consecutive personal days shall include a statement of reasons for the need of these days. Personal leave is not to be taken the day immediately before or after school is closed for a holiday or vacation, except in the case of emergency and with the consent of the Superintendent.

B. Personal leave is not to be construed as vacation time.

C. Leave for part-time certificated employees shall be on a prorated basis.

D. If an employee who is entitled to personal leave under Paragraph A above does not utilize the three (3) contractual personal leave days in the course of a year, then the unused portion of said three (3) contractual personal leave days shall accumulate as sick leave in the next year.

ARTICLE VII

PROFESSIONAL LEAVE

Up to four (4) days for professional leave may be authorized by the Superintendent for the certified employees during each academic year. The granting of professional leave is subject to the approval and sole discretion of the Superintendent. A refusal to grant professional leave is grievable to the Board level only and is not subject to arbitration.

ARTICLE VIII

REPRESENTATION FEE

A. If any employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation 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. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its own members.

C. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

D. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deduction was made.

E. These deductions shall commence thirty (30) days after the beginning of reemployment in the unit or ten (10) days after reentry into employment in the unit.

F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not available, the employer shall immediately cease making said deductions.

G. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article. The Association shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation the Board shall have no obligation to defend actions arising under this Article but, once compelled to do so, the Association shall reimburse the Board for all reasonable costs incurred in defending or participating in such litigation.

ARTICLE IX

SCHOOL BUSINESS

When necessary for official school business, as determined by the Superintendent, certificated employees covered under this Agreement may be excused from class assignments with no forfeiture of pay, provided such absence from class assignments shall have been previously authorized by the Superintendent.

ARTICLE X

AUTOMOBILE INSURANCE COVERAGE

A. The Board shall provide insurance coverage for private vehicles when utilized by staff to transport pupils when authorized in connection with school activities if such insurance is available at regular rates. Coverage shall be obtained by completing the regular field trip form. In such cases the Board's insurance company shall become the prime carrier and protection shall extend to cover personal injury to the teacher as well as his passengers.

B. Effective July 1, 2004, the mileage rate for approved travel shall be at IRS rate established January 1 to be in effect the following July 1 for employees covered under this agreement.

ARTICLE XI

INSURANCE PROTECTION

A. The Board shall provide the following health care insurance protection for all certificated employees covered by this Agreement except part-time personnel employed on less than a four-fifths (4/5) basis.

All new employees hired after 7/01/01, who are eligible for and select health benefits must enroll in a PPO program and will be eligible for Board Paid family health coverage as well as family dental coverage. Bargaining unit members hired after July 1, 1995 will not receive board paid coverage for prescription. Employees hired after July 1, 1995 will have the option to purchase prescription benefits not paid for by the board of education at the group rates in force at the time in accordance with the provisions and approval of the insurance carrier. Members of the bargaining group not eligible for prescription health benefits coverage will have a \$10,000 pool set aside which after June 30th of each year will be distributed based on a proration of the prescription claims verified thru EOB (explanation of benefits). No employee shall obtain benefits in excess of their unpaid prescriptions. Claims will be submitted to the Business Administrator/Assistant Superintendent with supporting documentation no later than July 30 for the preceding school year. Payments will be made to the aforesaid members no later than September 30.

The Board shall make payment of full individual or full family insurance premiums for members hired prior to July 1, 1995 as appropriate to provide insurance coverage for the full twelve (12) month period for the following insurance at regular rate:

1. Hospitalization benefits;
2. Surgical benefits;
3. Rider J benefits;
4. Major Medical benefits.

B. Employees with dependents insured elsewhere vis-à-vis the above benefits shall not be eligible for dependent coverage by the Board unless such coverage is relinquished at the dependent's place of employment. Employees with a spouse in military service are not eligible for the medical benefits rendered above.

C. The Board reserves the right to change the carrier. However, the benefits under a new carrier must be at least equal to those of the State Health Benefit Program. If a change in carrier is to be made, the proposal will be submitted to the M.R.E.A. Executive Board for examination but not for approval. The final decision shall be made by the Board.

D. The Board shall provide a Prescription Drug Program covering employee, spouse and family, such program shall be with a \$ 10.00 deductible co-insurance feature for non-generic drugs, and a \$5.00 deductible co-insurance feature for generic drugs, and a no-pay feature for mail-in refills. This benefit shall apply to the same employees as set forth in Section A., above.

E. Refusal of Benefits. Employees who are eligible for benefits and elect not to receive benefits in a category for which they are eligible will be compensated at the following rate schedule.

Health 1/2 the single PPO rate

Dental and/or prescription 1/2 the single rate

This stipend will be thru payroll, in December and June pro rated for the period July thru December (December Payment) and January thru June (June Payment).

Employees must declare annually during the open enrollment period through a written letter of intent, and may not resume benefits without a COBRA qualifying event.

New hires will have to declare at the date of hire.

F. The Board shall provide a Dental Program with coverage equal to or better than coverage under the prior agreement. The coverage shall include a 90/10 co-insurance provision with a zero deductible. This program shall cover employee and dependents. This benefit shall apply to the same employees as set forth in Section A., above. Orthodontal coverage shall continue at a 50-50 split, but to a maximum of Two Thousand Dollars (\$2,000.00). Orthodontal shall include adult coverage.

ARTICLE XII

SABBATICAL LEAVE

Present policy as outlined in the Monmouth Regional High School Administrative Manual shall continue in effect except that such sabbatical leaves shall be limited to one teacher per year, who must have a minimum of eight (8) years satisfactory service in the district and agree to return to full time employment at MRHS for a minimum of two (2) years following the sabbatical leave. The following supplement is also added thereto:

Recipients of sabbatical awards shall notify the Superintendent by June 1 whether or not they have accepted the said stipend. In the event of a declination or in the event the recipient shall have failed to notify the Board of acceptance by June 1, the Board may thereafter approve an alternate recipient. Any alternative recipient who fails to notify the Board of acceptance or refusal within ten (10) days of notification of the award shall be deemed to have declined.

ARTICLE XIII
HOME INSTRUCTION

The rate of pay for home instruction authorized by the Board shall be thirty dollars (\$30.00) per hour in 2004-05 - thirty-one dollars (\$31.00) per hour in 2005-2006 - thirty-two dollars (\$32.00) per hour in 2006-07. Said sum shall include the cost of mileage. This rate is for instruction given in the pupil's home and is not to be considered as supplemental instruction.

ARTICLE XIV

SUPPLEMENTAL INSTRUCTION

Supplemental instruction authorized by the Board performed at Monmouth Regional High School shall be compensated at an hourly rate of thirty dollars (\$30.00) per hour in 2004-05 - thirty-one dollars (\$31.00) per hour in 2005-2006 - thirty-two dollars (\$32.00) per hour in 2006-07.

ARTICLE XV
SUMMER EMPLOYMENT

Summer employment of staff for curriculum writing and summer school instruction shall be at the hourly rate of thirty dollars (\$30.00) per hour in 2004-05 - thirty-one dollars (\$31.00) per hour in 2005-2006 - thirty-two dollars (\$32.00) per hour in 2006-07. Summer employment for other areas under this contract shall be \$5.00 below the curriculum and instruction rate.

ARTICLE XVI

CHAPERONES/WEIGHT ROOM SUPERVISION

Chaperones who are assigned to dances and/or graduation: shall be compensated at the hourly rate of eighteen dollars (\$18.00) per hour in 2004-05 - nineteen dollars (\$19.00) per hour in 2005-2006 and twenty dollars (\$20.00) per hour in 2006-07.

Weight room supervision shall be at the hourly rate of eighteen dollars (\$18.00) per hour in 2004-05 - nineteen dollars (\$19.00) per hour in 2005-2006 and twenty dollars (\$20.00) per hour in 2006-07.

ARTICLE XVII

TEACHER ASSIGNMENTS

A. Every endeavor will be made so that all teachers shall be given written notice of their class and/or subject assignments for the forthcoming year not later than June 15 of the preceding school year, whenever possible. To the extent possible, except for special circumstances, this notification shall take place simultaneously (within two (2) working days) to all teachers.

B. In the event that changes in such classes and/or subject assignments are necessary after June 15 any teacher affected shall be notified promptly at the last known address. Upon the request of the teacher, or the teacher and the M.R.E.A. the changes shall be promptly reviewed between the Superintendent or his representative and the teacher affected and at his option a representative of the M.R.E.A.

C. The assignment of homeroom duty shall take into account, so far as is possible, teacher seniority of service in the Monmouth Regional High School, provided, however, that all teachers are subject to homeroom duty.

ARTICLE XVIII

TEACHERS' SALARIES

A. Teachers salaries for the 2004-2005, 2005-2006 and, 2006-2007 school years shall be as shown on the salary guides attached hereto and made a part thereof.

B. The step to which the teacher is entitled and agreed upon at the time of execution of the Employment Contract with the Board shall be the step from which computations are thereafter made in determining the teachers' applicable steps.

C. New teachers hired will not be placed higher on the guide than currently employed teachers having the same years teaching experience. (this comparison will not be valid in cases of increment withholding and for teachers with veteran's benefits, sabbatical leave, or unpaid leaves of absence)

D. Teaching a 6th class on an emergency basis for long term assignment (beyond 21 consecutive days) shall be at 1/7 of the teaching step on guide, but not to exceed 1/7th of the average of (Step 10 BA and Step 11 MA60). Teachers may volunteer in seniority order or be assigned in reverse seniority order. The district needs to show effort to hire a teacher for any part time assignment before it can assign a teacher.

E. Perfect Attendance

Employees with perfect attendance September 1 thru January 31 (no sick days and no personal days with exception of Religious observance or bereavement of immediate family or relative of the second degree as defined in Policy 4151.7) will receive a payment of \$250.00

Employees with perfect attendance February 1 thru June 30 (no sick days and no personal days with exception of Religious observance or bereavement of immediate family or relative of the second degree as defined in Policy 4151.7) will receive a payment of \$250.

These payments will be made in the next pay period.

ARTICLE XIX

COACHES ' SALARIES

A. Coaches salaries for the 2004-2005, 2005-2006 and, 2006-2007 school years shall be shown on the salary guides attached hereto and made a part thereof.

B. When an assistant coach is promoted to head coach, years of service as an assistant coach shall be counted for purposes of establishing compensation as head coach.

ARTICLE XX

EXTRACURRICULAR SALARIES

A. The extra compensation for extracurricular work for the years 2004-2005, 2005-2006 and, 2006-2007 shall be shown on the salary guides attached hereto and made a part thereof.

ARTICLE XXI

Guidance Counselors and Members of the Child Study Team

A. Present policy concerning salary and work schedules for guidance counselors will be continued, except as otherwise provided in this Article.

Guidance Counselors shall work an additional twenty-two (22) work days in the summer as summer employment and be paid at the rate of ten percent (10%) of their ten-month salary. Guidance Counselors shall then receive an eleven (11) month contract.

B. If a member of the Child Study Team is required to work an eleven (11) month contract, then the salary for the eleventh month shall be one-tenth (1/10) of the individual's base ten (10) month salary.

ARTICLE XXII

PAYMENT FOR GRADUATE CREDITS

A. The Board agrees to reimburse a teacher for his/her actual out-of-pocket expenditures for graduate credits up to a maximum of Two Hundred and Seventy-Five (\$275.00) dollars per credit for courses within the field of Education up to a maximum of six (6) credits per school year for the entire length of the contract. To be eligible for reimbursement the foregoing credits must be graduate credits; no equivalency shall be allowed; further, the credits must be obtained from an accredited college or university. Provided further, that said credits require advanced approval of the Superintendent of Schools.

B. Payment for courses taken shall be made upon receipt of the proper application with a copy of the college receipt for payment and a copy of the report card or transcript indicating successful completion of the course or courses for which payment is requested.

C. Courses are eligible for payment only after completed and reimbursement must be requested within two (2) months after completion of the course. No retroactive reimbursement for courses shall be permitted.

ARTICLE XXIII

MANAGEMENT RIGHTS

A. The Association recognizes that the Board may not by agreement delegate any rights, powers, authorities, or responsibilities which by law are imposed upon and lodged with the Board.

B. The Board, subject only to the language of this agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations: (1) to hire, promote, transfer, assign and retain employees in positions within the school district; and suspend, demote, discharge, or take other disciplinary action against employees, for just cause; (b) to relieve employees from duties because of lack of work or other legitimate reasons; (c) to maintain the efficiency of the school district operations entrusted to them; and (d) to determine the methods, means and personnel by which such operations are to be conducted.

ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2007.

ARTICLE XXV

ACCUMULATED SICK LEAVE

A From July 1, 2004 through December 31, 2004 retiring unit members employed prior to July 1, 1998 shall be compensated for all unused sick leave days accumulated at the rate of sixty-five dollars (\$65.00) per day, up to a maximum of Thirteen Thousand Dollars (\$13,000.00). Retiring unit members employed after July 1, 1998 shall be compensated for all unused sick leave days accumulated at the rate of sixty-five dollars (\$65.00) per day up to a maximum of Six Thousand Five Hundred dollars (\$6,500.00).

Those retiring between January 1, 2005 and June 30, 2006 will receive \$65 per day for the first 200 days and a per diem rate for days beyond 200 up to a maximum combined payment of \$25,000. Those retiring between July 1, 2005 and June 30, 2006 will receive an additional \$1000 for sick leave upon retirement for perfect attendance (no sick or personal days) during the last year of service.

Effective 2006-2007 school year retiring unit members employed prior to July 1, 1998 shall be compensated for all unused sick leave days accumulated at the rate of seventy-five dollars (\$75.00) per day, up to a maximum of Fifteen Thousand Dollars (\$15,000.00). Retiring unit members employed after July 1, 1998 shall be compensated for all unused sick leave days accumulated at the rate of seventy-five dollars (\$75.00) per day up to a maximum of Seven Thousand Five Hundred dollars (\$7,500.00). The Board Secretary shall be notified six months in advance of retirement to be eligible for this benefit, except in case of sudden illness, or serious unforeseen matters. Failure to comply can result in delay of up to one year for sick leave benefits, until funds can be budgeted. If permission is granted from the IRS and Division of Pensions, retiring teachers will be given the option to receive sick leave upon retirement benefits in one lump sum, spread over three years, or deposited into an annuity account. (The Board of Education will not be responsible for the security of funds deposited in the retired employees annuity account).

In case of death while employed with Monmouth Regional an employees estate will be paid the rate of sick leave upon retirement, under the same provisions as sick leave upon retirement. The employee will be considered as having retired.

ARTICLE XXVI

CLASS SUBSTITUTE COVERAGE

Substitute rate for teachers subbing for classes during the school day shall be set at the rate of nineteen (\$19) per class during the 2004-2005, twenty (\$20) per class during the 2005-2006 school year and twenty-one (\$21) per class during the 2006-2007 school year. Coverage will first be offered on voluntary basis at the stipulated rate. If there is failure to obtain voluntary coverage, members of the collective bargaining unit may be assigned at the aforesaid class rates. If assigned the administration will assign from duty periods first, and only after exhausting the possibility from the duty periods will the administration seek to assign from prep periods.

ARTICLE XXVII

INTERPRETATION

The inclusion herein of any of the foregoing subject matter shall not constitute a determination as to whether any of the same constitutes terms and conditions of employment within the meaning of Chapter 303 for purposes of any future negotiations.

APPENDIX I

RULES FOR THE APPLICATION OF TEACHERS'

SALARY GUIDES

1. Salary increases on any of the salary guides are not automatic. Teachers must qualify each year and be given a satisfactory evaluation to be placed on the next step.

2. Credit for Military Services: For each year of active military service, teachers will be given a one-year increment on the salary guide, up to four (4) years.

3. Credit for Work Experience: For employees hired prior to July 1, 2004 a maximum of three (3) years' credit will be given for work experience which is directly related to the teacher's subject field.
Credit for Work Experience: For employees hired after to July 1, 2004 a maximum of five (5) years' credit will be given for work experience which is directly related to the teacher's subject field.

4. The 30 credits required for the Bachelors + 30 guide must be graduate credits. Undergraduate credits, however, may be submitted for evaluation by the Superintendent. Current staff members proposing to enroll for undergraduate courses must have prior approval before enrolling and before credit will be granted.

5. The credits required for the scales beyond the Masters Degree must be graduate credits as follows:

Criteria for graduate credits:

(a) Graduate courses as listed in college catalog.

(b) All NDEA and NSF summer, academic year and in service institutes with credit listed by institutions and instructors as equal to graduate credit.

(c) Special seminars, conferences and courses not covered by above criteria, in consultation with Superintendent, for credit determination. Such consultation and approval must be obtained prior to the time the course is taken.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals affixed hereto, all on the day and year above written.

MONMOUTH REGIONAL HIGH SCHOOL
BOARD OF EDUCATION

By: _____
President

Attest:

Secretary

MONMOUTH REGIONAL HIGH SCHOOL
EDUCATION ASSOCIATION

By: _____
President

Attest: _____
Secretary

2004-2005 - STEP	YEAR 1 BA	BA30	MA	2004-2005 MA30	MA60/PHD
1	37000	38600	40100	42100	44100
2	37116	38716	40216	42216	44216
3	37216	38816	40316	42316	44316
4	37618	39218	40718	42718	44718
5	38800	40400	41900	43900	45900
6	40000	41600	43100	45100	47100
7	41100	42700	44200	46200	48200
8	43150	44750	46250	48250	50250
9	45020	46620	48120	50120	52120
10	49080	50680	52180	54180	56180
11	53260	54860	56360	58360	60360
12	57450	59050	60550	62550	64550
13	61630	63230	64730	66730	68730
14	66000	67600	69100	71100	73100
15	70000	71600	73100	75100	77100

2005-2006 STEP	YEAR 2 BA	BA30	MA	2005-2006 MA30	MA60/PHD
1	38300	39900	41400	43400	45400
2	38400	40000	41500	43500	45500
3	38500	40100	41600	43600	45600
4	38800	40400	41900	43900	45900
5	39500	41100	42600	44600	46600
6	40300	41900	43400	45400	47400
7	41111	42711	44211	46211	48211
8	43150	44750	46250	48250	50250
9	45192	46792	48292	50292	52292
10	49100	50700	52200	54200	56200
11	53260	54860	56360	58360	60360
12	57450	59050	60550	62550	64550
13	62346	63946	65446	67446	69446
14	67100	68700	70200	72200	74200
15	72000	73600	75100	77100	79100

2006-2007 STEP	YEAR 3 BA	BA30	MA	2006-2007 MA30	MA60/PHD
1	39930	41530	43030	45030	47030
2	40031	41631	43131	45131	47131
3	40131	41731	43231	45231	47231
4	40231	41831	43331	45331	47331
5	40900	42500	44000	46000	48000
6	41500	43100	44600	46600	48600
7	42000	43600	45100	47100	49100
8	43163	44763	46263	48263	50263
9	45000	46600	48100	50100	52100
10	49100	50700	52200	54200	56200
11	53260	54860	56360	58360	60360
12	57450	59050	60550	62550	64550
13	62350	63950	65450	67450	69450
14	68195	69795	71295	73295	75295
15	74000	75600	77100	79100	81100

Longevity is based on years completed in the district as of September and having been on step fifteen (15) for one year. (No ten percent (10%) differential for eleven (11) month employees.)

Years completed	Year (1)	Year (2)	Year (3)
15-19	\$2000.00	\$2000.00	\$2000.00
20-24	\$1300.00	\$1300.00	\$1300.00
25-29	\$1300.00	\$1300.00	\$1300.00
30-34	\$1300.00	\$1300.00	\$1300.00
35-plus	\$1300.00	\$1300.00	\$1300.00

Cumulative totals for above schedule

Years completed	Year (1)	Year (2)	Year (3)
15-19	\$2000.00	\$2000.00	\$2000.00
20-24	\$3300.00	\$3300.00	\$3300.00
25-29	\$4600.00	\$4600.00	\$4600.00
30-34	\$5900.00	\$5900.00	\$5900.00
35-plus	\$7200.00	\$7200.00	\$7200.00

Master teacher is only available to those on step 15 in 04/05 with less than 15 yrs. There was no increase in step 15 in the 1st year on this contract, so these six (6) people were given "Master Teacher" to give them an increase . In the 2nd and 3rd years there is an increase in the guide for step 15, so the teachers new to step 15 will have an increase. These six (6) teachers will continue to receive the "Master Teacher" stipend until they reach longevity years or until a new contract is reached.

NAME	YRS	2004-05 \$	YRS	2005-06 \$	YRS	2006-07 \$
KROEL	14	\$1,500				
SALLES	13	\$1,500	14	\$1,500		
SHEPROW	13	\$1,500	14	\$1,500		
BRUNSON	11	\$1,500	12	\$1,500	13	\$1,500
COTICELLI	11	\$1,500	12	\$1,500	13	\$1,500
SCHWARTZ	11	\$1,500	12	\$1,500	13	\$1,500

ADVISORS GUIDE

TITLE	04/05	'05/06	'06/07
ACADEMIC CHALLENGE	\$2,651	\$2,872	\$3,267
AMNESTY INTNL	\$2,005	\$2,010	\$2,100
ART CLUB	\$1,850	\$2,010	\$2,100
AUDIO VISUAL CLUB	\$0	\$0	\$0
BAND DIRECTOR	\$7,297	\$7,303	\$7,308
BAND DIRECTOR ASST	\$3,661	\$3,667	\$3,672
CHESS TEAM/CLUB	\$6,048	\$6,054	\$6,059
CHESS TEAM/CLUB ASST	\$2,263	\$2,269	\$2,274
CL.ASS, JUNIOR	\$4,175	\$4,501	\$4,565
CLASS, FRESHMAN	\$2,621	\$2,627	\$2,632
CLASS, SENIOR	\$5,155	\$5,456	\$5,762
CLASS, SOPHMORE	\$2,667	\$2,673	\$2,705
COMPUTER CLUB	\$1,850	\$2,010	\$2,100
CONGRESS. AWARDS	\$2,440	\$2,872	\$3,267
DECA	\$2,440	\$2,872	\$3,267
DRAMA CLUB	\$4,438	\$4,464	\$4,550
ENVIRONMENTAL CLUB	\$1,850	\$2,010	\$2,100
F.H.A./HERO	\$2,131	\$2,136	\$2,141
FALCONAIRE	\$4,745	\$4,750	\$4,755
FBLA	\$2,440	\$2,872	\$3,267
FCA	\$0	\$0	\$0
FORENSIC	\$3,828	\$3,833	\$3,838
FRENCH CLUB	\$2,005	\$2,010	\$2,100
GERMAN CLUB	\$0	\$0	\$0
GRAD. COORDINATOR	\$1,102	\$1,108	\$1,113
IMAGES	\$3,417	\$3,422	\$3,427
JAZZ BAND	\$2,440	\$2,872	\$3,267
LATIN CLUB	\$2,005	\$2,010	\$2,100
MATH CLUB/TEAM	\$2,440	\$2,872	\$3,267
MOCK TRIAL	\$2,440	\$2,872	\$3,267

ADVISORS GUIDE

TITLE	04/05	'05/06	'06/07
MODEL UN	\$2,440	\$2,872	\$3,267
MONMOUTH SCHOLARS	\$0	\$0	\$0
NATIONAL HONOR SOCIETY	\$2,718	\$2,872	\$3,267
PEP BAND	\$2,440	\$2,872	\$3,267
PHOTO CLUB	\$2,520	\$2,872	\$3,267
PHYSICS CLUB	\$2,520	\$2,872	\$3,267
PRODUCTION DESIGN	\$2,965	\$2,970	\$3,267
S.I.T.E.	\$0	\$0	\$0
SADD	\$1,850	\$2,010	\$2,100
SCHOOL PLAY DIRECTOR	\$4,438	\$4,464	\$4,550
SCHOOL PLAY INSTRUMENTAL	\$3,391	\$3,396	\$3,401
SCHOOL PLAY VOCAL	\$3,391	\$3,396	\$3,401
SEARCH/KEY CLUB	\$2,005	\$2,010	\$2,100
SHOW COMPANY	\$2,440	\$2,872	\$3,267
SKI CLUB	\$0	\$0	\$0
SMART GEMS	\$1,850	\$2,010	\$2,100
SOUNDS OF JOY	\$3,391	\$3,396	\$3,401
SPANISH CLUB	\$2,005	\$2,010	\$2,100
STEP/DANCE CLUB	\$2,440	\$2,872	\$3,267
STUDENT COUNCIL	\$4,130	\$4,464	\$4,550
SUMMER ATHL TRAINER	\$2,308	\$2,314	\$2,325
TEEN ARTS	\$1,951	\$2,010	\$2,100
TWIRLING/COLOR GUARD	\$3,581	\$3,587	\$3,592
WAKSMAN CLUB	\$2,718	\$2,872	\$3,267
YEARBOOK ADVISOR	\$4,611	\$4,613	\$4,616
YEARBOOK MGR.	\$4,611	\$4,613	\$4,616
TOTALS	\$149,118.00	\$156,666.00	\$164,625.00

COACHES GUIDE**2004-05, 2005-06, 2006-07****HEAD COACHES**

Guide 1	1	2	3	4	5	6
04-05	5100	5300	5500	5750	6520	6910
05-06	5300	5400	5700	6200	6700	7068
06-07	5900	6100	6350	6635	7000	7357
Guide 2	1	2	3	4	5	6
04-05	4700	4900	5170	5477	5800	6752
05-06	4750	4950	5205	5475	5805	6775
06-07	5000	5150	5400	5610	5950	6787
Guide 3	1	2	3	4	5	6
04-05	4700	4900	5100	5200	5620	5810
05-06	4750	4950	5205	5470	5805	5968
06-07	5000	5150	5400	5610	5939	6227
Guide 4	1	2	3	4	5	6
04-05	3950	3975	4000	4200	4522	4813
05-06	4000	4020	4040	4235	4630	4966
06-07	4150	4200	4350	4535	4900	5227

ASSISTANT COACHES

Guide 1	1	2	3	4	5	6
04-05	3300	3350	3400	3600	4000	5150
05-06	3400	3450	3500	3625	4300	5175
06-07	3850	3950	4050	4200	4320	5200
Guide 2	1	2	3	4	5	6
04-05	3250	3300	3400	3500	3900	5150
05-06	3350	3400	3425	3525	3925	5170
06-07	3450	3500	3550	3650	4000	5190
Guide 3	1	2	3	4	5	6
04-05	3250	3300	3400	3500	3900	4675
05-06	3350	3400	3425	3525	3925	4700
06-07	3450	3500	3550	3650	4000	4850
Guide 4	1	2	3	4	5	6
04-05	2375	2400	2509	2700	3100	3675
05-06	2475	2505	2535	2800	3300	3700
06-07	2700	2750	2800	2900	3320	3750