

Agreement

between

The Board of Education of Monmouth Beach

and

The Monmouth Beach Teachers Association

covering

Terms and conditions of employment for certified personnel

July 1, 2004- June 30, 2005 -Salary Guide Only

July 1, 2005 - June 30, 2008

**Salary Guides, Entire Contract as amended, Stipends
and Extra Curricular Activities**

Table of Contents

<u>Article</u>	<u>Title/topic</u>	<u>Page</u>
I	Recognition	1
II	Negotiations Procedure	1
III	Grievance-Arbitration Procedures	2
IV	Rights of the Parties	6
V	Teacher-Administration Liaison	10
	Teacher-Board Liaison	10
VI	Salaries	12
VII	Teacher Evaluation	13
VIII	Leaves of Absence	14
IX	Maternity Leave	16
X	Professional Development and Educational Improvement	18
XI	Protection of Teachers	18
XII	Deduction from Salary	19
XIII	Miscellaneous Provisions	19
XIV	Insurance	21
XV	Complaint Procedure	21
XVI	School Calendar	22
XVII	Work Hours	22
XVIII	Saving Clause	24
XIX	Fully Bargained Clause	24
XX	Duration of Agreement	25
Appendix	Schedule A - Salary	26 through
	Schedule B - Extra Curricular Guides	35

PREAMBLE

THIS AGREEMENT entered into this **23rd day of August 2005** by and between the BOARD OF EDUCATION OF MONMOUTH BEACH, NEW JERSEY, hereinafter called the “Board” and the MONMOUTH BEACH TEACHERS ASSOCIATION, hereinafter called the “Association.”

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive representative, of all certified teachers employed full-time by the Board, for purposes of collective negotiations concerning grievance procedures and terms and conditions of employment, excluding supervisory, executive, personnel, office, clerical, maintenance and operating employees and all other employees of the Board.

ARTICLE II

NEGOTIATIONS PROCEDURE

The parties agree to commence negotiations concerning a successor agreement no later than 120 days prior to the school budget referendum, or 15 December, whichever comes first.

Exclusive of the teachers’ school day which has been established following consultation with the Association and except as this Agreement shall herein otherwise provide, all terms and conditions of employment applicable on the effective date of the Agreement shall remain in full force and effect. Proposed new rules or modifications of existing

rules governing working conditions shall be negotiated with the Association before they are established.

ARTICLE III
GRIEVANCE-ARBITRATION PROCEDURES
Grievance-Definition

A “grievance” shall mean a complaint by a member of the Bargaining Unit above defined that there has been to the teacher a misinterpretation or misapplication of the terms of this Agreement, or inequitable application of Board policy or administrative decision.

A grievance to be considered under this Procedure must be initiated by the teacher within thirty (30) calendar days following its occurrence.

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

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 any effect thereof shall have been determined.

Any aggrieved person may be represented at all steps of the grievance procedure by themselves or, at their option, by a representative selected or approved by the Association.

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 Supervising Principal 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. A copy of the Supervising Principal's written decision made in response to a written grievance shall be given to the Association immediately.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting their appeal with respect to his or her personal grievance.

The Board and the Association shall have the right to grieve in the same manner as an individual whenever its complaint is based upon a wrong suffered by the members of the unit as a whole.

Grievance-Procedure

1. Any teacher who has a grievance shall discuss it first with the Supervising Principal in an attempt to resolve the matter informally at that level.
2. If as a result of the discussion, the matter is not resolved to the teacher's satisfaction, the teacher, no later than five (5) school days following the discussion shall set forth his or her grievance in writing to the Supervising 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 or her dissatisfaction with decisions previously rendered.

The Supervising Principal shall communicate his or her decision to the teacher in writing within in seven (7) school days of receipt of the written grievance.

3. If the grievance is not resolved to the teacher's satisfaction, the teacher, no later than seven (7) school days after receipt of the Supervising Principal's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Supervising Principal 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 teacher and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

Arbitration

Should the Association be dissatisfied with the decision on the grievance rendered by the Board, and if it involves the interpretation or application of any provision of this Agreement, it may by a written dated notice to the Board, not later than ten (10) school days following the rendering of the Board's decision, refer the grievance to binding arbitration.

Within ten (10) school days following the reference to arbitration either party shall have the right to apply to the American Arbitration Association or PERC to appoint the arbitrator. Upon such application, the appointment of the arbitrator shall be governed by the rules established by the American Arbitration Association.

The arbitrator shall issue his or her decision not later than thirty (30) days from the date of the closing of the hearings, or if oral hearings have been waived, than from the date of transmittal of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted.

The arbitrator shall limit his or her decisions strictly to the application and interpretation of the provisions of the Agreement and shall be without authority to make any decisions:

1. Contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement, or applicable law or rules or regulations having the force and effect of law.
2. Limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

The arbitrator's fee shall be shared equally by the parties to the dispute.

The filing or pendency of any grievance under the provision of the Article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject however, to the decision of the arbitrator.

ARTICLE IV

RIGHTS OF THE PARTIES

Public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or refrain from any such activity. As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Board agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by statute.

The Board of Education, 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, to direct employees of the school district, to hire, promote, transfer, assign and retain employees in positions within the school district and to suspend, demote, discharge, to take other disciplinary action against employees, to relieve employees from duties because of lack of work, or legitimate reasons, to maintain the efficiency of the school district operations entrusted to them, to determine the methods, means and personnel by which such operations are to be conducted, and to take

whatever actions might be necessary to carry out the mission of the school district in situations of emergency.

Whenever any teacher is required to appear before the Board or committee or member thereof concerning any matter which could adversely affect the continuation of that teacher, in his or her office, position, employment or the salary or any increment pertaining thereto, the teacher shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of their own choosing to advise and represent him or her during such meeting or interview.

Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and the Administration has been duly notified and approval has been secured.

The Board agrees to furnish to the Association, the names and addresses of all staff members and the agenda and minutes of all Board meetings.

The Association and its representatives shall be permitted to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of all such meetings and his or her approval secured.

The Association may be permitted to use school building facilities including typewriters and computers. Duplicating will be performed by school office personnel provided adequate notice is given by the designated officer of the Association. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for damage which it causes to the equipment.

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the central office for Association typed notices provided copies are presented in advance of posting to the appropriate administrator.

The Association shall be permitted to use the inter-school mail facilities and school mailboxes.

The Association President shall be permitted to address all new teachers during the orientation day each year.

The Association shall select any time after normal school hours which does not conflict with the time selected by the Supervising Principal for a staff meeting or other school activities for inclusion in the Activity Calendar one day each month (to be reserved) for association meetings. No other meetings involving members of the unit shall be scheduled for that time except in an emergency.

Personnel other than teachers shall perform non-teaching duties and teachers shall not be required to perform the following duties:

1. Non-professional assignments, including but not limited to milk distribution to the classrooms or playgrounds with the exception of morning playground duty.
2. Inventorying and storing books, other than their individual classroom, delivering books to classroom or keeping registers.
3. Correcting standardized tests used at the direction of the Board or the administrator, with the exception of the IQ tests.
4. Work required of a teacher (curriculum-formation, originating or writing of) performed other than in the normal school day, shall be compensated for at an agreed upon rate.

5. No teacher shall have a student teacher under his or her supervision unless said teacher has had at least three years of teaching experience, with the most recent year in their present position.

Supervision of a student teacher by a teacher shall be voluntary. Each teacher shall be polled prior to any school year for willingness to participate in the student teaching program, but this shall not be construed as acceptance of any particular student teaching assignment. Each prospective cooperating teacher may accept or reject any student teacher. The teacher shall receive the request to take the student teacher at least three weeks prior to the student's introduction into the room. The administrator, in consultation with the cooperating teacher and the student teacher, shall assess the latter's readiness to assume teacher responsibilities and the administrator with the cooperating teacher shall have the authority for determining in what degrees those responsibilities shall be assumed.

ARTICLE V

TEACHER ADMINISTRATION LIAISON

TEACHER-BOARD LIAISON

A. The Association representative shall meet with the supervising principal normally once a month with not more than two (2) months elapsing between meetings, to review and discuss current school problems and practices. Items for discussion shall include, but not be limited to school calendar, teaching hours and teaching load, teacher assignments, transfers and promotions, class size, non-teaching duties, teacher facilities and books, and other instructional materials. Decisions concerning issues under discussion are a prerogative of the Board and are not subject to arbitration.

B. A committee of the Board and a committee of the Association agree to meet jointly on mutually agreed upon dates. Either committee may call a joint meeting of the two committees by:

1. Requesting the joint meeting in written form bearing the same date the request is presented.
2. Affixing an agenda for the joint meeting to the written request.

Should the Board negotiating committee request the joint meeting, the dated written request with the agenda affixed shall be presented to the President of Association.

Should the Association Negotiating Committee request a joint meeting, the dated written request with the agenda affixed shall be presented to the Superintendent of Schools.

Any joint meeting requested in the manner described above shall take place no later than fifteen (15) days following the date the request is made, exclusive of weekends and Board designated holidays.

Following each joint meeting a written summary of the discussions which took place will be prepared jointly by the two committees. This summary shall contain those items wherein tentative agreement has been reached, as well as items remaining unsolved. The summary so prepared shall be incorporated in the minutes of the joint meeting.

The foregoing described procedure is in no way intended nor shall it be used as a forum for continual negotiating on the Agreement presently existing between the parties.

The Monmouth Beach Board of Education will submit the school calendar to the Monmouth Beach Teachers Association for recommendations and suggestions two weeks prior to adoption.

ARTICLE VI
SALARIES

The salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.

Teachers employed on a twelve (12) month basis or on a ten (10) month basis shall continue being paid on the schedule now in existence.

ARTICLE VII
TEACHER EVALUATION

The present practices of the Administration in carrying out the policy of the Board in reference to the evaluation of teachers shall continue and shall not be changed without prior notification to the Association.

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

Evaluation reports shall be presented to each teacher by his or her immediate superior in accordance with the following procedures:

1. Such reports shall be issued in the name of the immediate superior based on a compilation of reports and observations by any and all supervisory personnel who come in contact with the teacher in a supervisory capacity.
2. Such reports shall be addressed to the teacher.
3. Such reports shall be written in narrative form and shall include pertinent:
 - a) Strengths of the teacher as evidenced during the period since the previous report;
 - b) Weaknesses of the teacher as evidenced during the period since the previous report;
 - c) Specific suggestions as to measures which the teacher might take to improve his or her performance in each of the areas wherein weaknesses have been indicated.

ARTICLE VIII
LEAVES OF ABSENCE
SICK LEAVE

A. Personal Illness or Injury

1. Full-time employees shall be granted ten (10) days sick leave each school year. The full ten (10) days shall be credited to the employee's account the first day of the school year, thus, making available to the employee the full ten (10) days, if needed, at the beginning of the school year. Sick leave is defined as absence from duty because of personal illness or injury, or exposure to a contagious disease requiring confinement.
2. Unused sick leave accruing to an employee shall be accumulated from year to year.
3. The school Superintendent and/or the Board may require medical verification in connection with sick leave in accordance with the statutory provisions. Medical verification shall be required when the illness extends beyond five (5) consecutive days.
4. Absences beyond the number of days credited to an employee's account are subject to full deduction of the employee's salary during the period of absence.
5. The Board will pay to an employee \$50 per: a) unused accumulated sick leave days and b) unused accumulated personal days with a maximum of 180 days credited to that employee at the time of his or her retirement from the school district under the rules of the Teachers' Pension and Annuity Fund, or upon his or her termination from the school district as a result of a reduction in force.

B. Excused Absences

1. Death in Family: Employees required to be absent because of a death in the immediate family will be granted a maximum of five (5) days leave without loss of pay. Immediate family is defined as husband, wife, mother, father, children, brother, sister, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, step-parents, stepchildren and other blood relatives of the teacher residing in the teacher's home and totally dependent on the teacher for support.
2. Family Illness: Effective July 1, 2005, employees who are required to be absent because of serious illness in the immediate family may be granted sick leave up to a maximum of four (4) days in a school year. This time will not be deducted from the employee's sick leave account. Absence beyond four (4) days shall be charged at a rate of full deduction of pay. The Superintendent shall have the right to request a physician's certificate substantiating such absence. For the purpose of this paragraph the immediate family shall include employee's mother, father, stepmother, stepfather, sister, brother, wife, or husband and employee's children or stepchildren.

C. Court Appearances

3. Absences from work by reason of a subpoena or summons issued by any Court shall be allowed, with full pay, provided the subpoena or summons is recorded with the Board Secretary's Office and the Court action arises out of or in the course of the employee's employment. This provision shall not apply to absences resulting from any employee's processing of his or her personal workmen's compensation claim. Such absences shall be without pay.
4. Should an employee be required to serve on jury duty, the Board Secretary shall be notified and said employee shall suffer no loss of pay or time while so serving.

D. Personal Days

Each teacher shall be granted up to three (3) personal leave days per year. A reason for the teacher's absence need not be advanced for any of the three days. Two of the three personal days shall be credited to the employee's account the first day of the school year. The third personal day may also be taken by any teacher without explanation but will be deducted from the teacher's available sick days.

Those teachers needing to use three personal days for religious observance only will not be penalized the additional sick day and may use an additional sick day as a personal day without a reason. Personal days will not be granted before or after any holiday signified by the school calendar unless approved by the Administrator.

E. Other Absences

Employees required to be absent from school for reasons other than those listed above, or beyond the time limits imposed above, will be subject to salary deduction unless special approval is granted by the Board of Education. Special cases will be brought before the Board of Education for final resolution. Salary deduction shall not preclude other disciplinary action in the event approval of the absence was not obtained prior thereto.

ARTICLE IX

MATERNITY LEAVE

A pregnant teacher can teach as long as she feels she is doing a competent job. She can, however, be removed from her duties if in the opinion of the Administration and approval of the Board, her teaching performance has noticeably declined or on a doctor's order.

Any pregnant teacher will be granted a leave of absence without pay. The Board will take the teacher back after the birth of the child during the same school year. A written letter to the Board giving thirty (30) days notice of the teacher's intent to return to her teaching duties should precede acceptance by the Board.

Tenured teachers may take one additional school year for child rearing leave. The teacher must give written notice sixty (60) days prior to the commencement of the school year in which she intends to return.

All policies, practices, rules and regulations applicable to employees who are granted sick leave pursuant to the provisions of N.J.S.A. 18A:30-1, et seq. shall be applicable to all employees applying to leave under this Article.

Any employee who becomes pregnant may be granted an unpaid leave of absence for pregnancy-related disability subject to the following condition:

1. The period of disability is defined as the period of time, both prenatal and postnatal, during which a physician certifies the employee's inability to work.
2. Application for maternity disability leave shall be made, in writing, at least sixty (60) days prior to the requested date of the leave, and shall specify the commencement date of the leave and the date on which the employee shall return to work. All applications must be supported by a certificate from the attending physician.
3. An employee returning from a maternity disability leave shall provide a certificate from the attending physician stating that she is fit to resume work.

Time spent on unpaid leave of absence shall not count toward the accrual of seniority or tenure.

The year in which an unpaid leave of absence is granted shall not count toward earning of an increment unless the employee has worked a total of five (5) months and one (1) day during the same year as the leave is granted.

ARTICLE X

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board recognizes the value of ongoing professional development and will allot up to \$950.00 per year, with a maximum of two (2) courses per year, for tuition refund on courses that are previously approved by the Administration, are directly related to the teacher's assignment in the district, and provide a grade of B or better is received. Teachers receiving a grade of C may request a hearing with the Board.

All eligibility determinations shall be made by application to the Superintendent prior to enrollment in the course. Dismissal or resignation of a teacher would automatically disqualify the teacher from reimbursement for any course taken after the official termination of his or her contract. The tuition reimbursement year would extend from July 1 through June 30 of the contract year.

Only graduate courses shall be credited for horizontal movement on the guide.

ARTICLE XI

PROTECTION OF TEACHERS

Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of the Board of Education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties as such office, position, employment or student teaching, the board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom.

ARTICLE XII

DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of the teachers after a reasonably advanced notice which notice shall be in writing contained on an authorization form which shall be available through the Association, dues for the Monmouth Beach Teachers Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said moneys together with records of any corrections shall be transmitted to the Association membership coordinator by the fifteenth (15th) of each month following the monthly pay period in which the deductions were made.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

A. Any individual contract between the Board and an individual teacher, other than the beginning salary of specialist, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. A specialist is a teacher who is specially certified in a designate field. Should any individual contract contain any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

B. Anything in this Agreement which changes pre-existing Board policy, rules or regulations shall not operate retroactively unless expressly so stated.

C. The parties agree that teachers shall continue to serve under the direction of the Supervising Principal and in accordance with Board and administrative policies, rules and regulations; provided that the provisions of the Agreement shall supersede and prevail over any conflicting provisions.

D. It is understood that, under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted by law.

E. All class openings shall be posted. The Administrator will give consideration to any Monmouth Beach teachers who apply.

F. A teacher may purchase additional materials at his or her discretion if the sum does not exceed \$10.00. The bill must be submitted to the Supervising Principal to receive reimbursement. Any educational material that exceeds \$10.00 must be approved by the Supervising Principal before purchasing.

G. Teachers shall be permitted five (5) preparation periods per full week. If a teacher exceeds five (5) preparation periods, the Superintendent may assign that teacher to lunch duty or any other duty that would be in the best interest of the students, including instructional duty periods.

H. Teachers may be assigned by the Superintendent to instructional duty periods which may include the teaching of study skills classes, the assistance in, or teaching of, after adequate training, computer classes or computer room skills, and the assistance in the teaching of world languages. Teachers may be assigned such instructional duty classes as the sole classroom instructor, or as a team teacher who works with another teaching staff member.

ARTICLE XIV

INSURANCE

A. The Board shall pay the premium in effect on July 1, 2001 and the subsequent increases for the duration of the Agreement for each teacher and in cases where appropriate, for family plan coverage under the plan known as New Jersey State Health Benefit Plan. This includes basic hospitalization, major-medical and medical-surgical. The payments shall apply to whatever coverage the employee chooses and shall not restrict the employee's rights to change coverage as appropriated in accordance with established rules. This coverage provided by the Board shall be equal to or better than what is currently in place.

B. The Board agrees to provide family eye care equal to or better than what is currently in place.

C. Dental coverage will be the responsibility of the employee.

ARTICLE XV

COMPLAINT PROCEDURE

Any complaints regarding a teacher made to any member of the Administration by any parent, student or other person which are used in the evaluations of a teacher in any manner, shall promptly be brought to the teacher's attention. The teacher shall have the right to respond to and/or rebut such complaint.

ARTICLE XVI

SCHOOL CALENDAR

On or before December 31 of each year, the Association representatives may meet with the Superintendent and make their recommendations concerning the school calendar. Final determination of the school calendar as well as amendments thereto shall rest exclusively with the Board.

ARTICLE XVII

WORK HOURS

1. The school day immediately following the final day of school for students will be a 12:30 p.m. Professional Day for all personnel, to be supervised and directed by the Administrator. When feasible, alternative arrangements will be considered if a weekend falls between the last day of school for students and the 12:30 p.m. Professional Day for personnel.
2. No teacher shall be required to report for duty earlier than 8:00 a.m. Teachers will be in their classrooms each day for fifteen (15) minutes after pupils are dismissed on Monday through Thursday. Beginning in the year 2001-2002, and for the duration of the contract, on the last working day of each week, teachers shall be dismissed after all students are out of their classroom. It is also understood that teachers will be required to remain one day per month until 3:45 p.m. Whenever possible this time will be utilized for staff development at the discretion of the superintendent. Teachers shall be credited whenever possible with the appropriate staff development hours.
3. A full instructional day will be held before the spring vacation, on graduation day and every day thereafter. The first day of school will be a 12:30 p.m. day for students and a full day for staff (3:00 p.m.).

4. Teachers assigned to a.m. playground duty will be at their designated area by 8:00 a.m.
5. There will be a 12:30 day on PTA Open House in the fall.
6. A night conference will be offered in the spring in exchange for one day conference in the spring. This will be on a trial basis, for the duration of this contract. Conference days are 12:30 days.

Evening Program

1. A teacher's accountability of students preceding, during and after an evening program is generally the same as for any other student/school program conducted during the school day. Although an additional evening program on a 12:30 p.m. day has been agreed to by the parties, and forms an integral part of the contract for the 1990/91 and 1991/92 school contract years, the manner in which the program is conducted will be re-evaluated on an annual basis by a committee comprised of duly designated members of the Teachers Association, members of the Board, members of the Administration, the music teacher/program director. The Teachers Association and the Board members will have equal representation on said committee. Notwithstanding the foregoing, no action taken by the committee will usurp or circumvent the authority of the Administration with respect to the same.
2. Teaching staff members shall indicate preference for one (1) of two (2) evening programs which they prefer to be assigned to. Final assignments to insure adequate staff shall be made by the Chief School Administrator (Superintendent)

ARTICLE XVIII
SAVING CLAUSE

Should any provision hereof, or the application of any such provision to any person or circumstance, be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by any order of any administrative agency, state or federal, the remainder of this Agreement, or the application of any such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

ARTICLE XIX
FULLY BARGAINED CLAUSE

This Agreement constitutes the entire agreement between the parties hereto respecting employment, and neither of the parties shall be bound by any promises, representations or agreements except as are expressly set forth herein. All prior agreements, whether oral or written, are hereby superseded by this Agreement. Notwithstanding the foregoing, neither party to this Agreement waives or foregoes any rights and protections granted under the law.

ARTICLE XX

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective presidents and attested to by their respective secretaries, all on the day and year first above written.

MONMOUTH BEACH TEACHERS ASSOCIATION

Secretary

President

MONMOUTH BEACH BOARD OF EDUCATION

Business Administrator

Board Secretary

President

SCHEDULE A

SALARY GUIDES

July 1, 2004 through June 30, 2008

MONMOUTH BEACH BOARD OF EDUCATION

2004/2005 SALARY GUIDE

STEP	AMOUNT	BA+30 + \$1,300	MA +\$2,000	MA+30 +\$2,800
1	\$ 41,103	\$42,403	\$43,103	\$43,903
2	\$ 41,603	\$42,903	\$43,603	\$44,403
3	\$ 42,103	\$43,403	\$44,103	\$44,903
4	\$ 42,603	\$43,903	\$44,603	\$45,403
5	\$ 43,103	\$44,403	\$45,103	\$45,903
6	\$ 43,603	\$44,903	\$45,603	\$46,403
7	\$ 44,125	\$45,425	\$46,125	\$46,925
8	\$ 44,625	\$45,925	\$46,625	\$47,425
9	\$ 45,125	\$46,425	\$47,125	\$47,925
10	\$ 45,750	\$47,050	\$47,750	\$48,550
11	\$ 46,400	\$47,700	\$48,400	\$49,200
12	\$ 49,970	\$51,270	\$51,970	\$52,770
13	\$ 53,730	\$55,030	\$55,730	\$56,530
14	\$ 57,690	\$58,990	\$59,690	\$60,490
15	\$ 61,950	\$63,250	\$63,950	\$64,750
16	\$ 66,510	\$67,810	\$68,510	\$69,310
17	\$ 73,610	\$74,910	\$75,610	\$76,410

Longevity Add \$500 for 20 years of service
 Add \$500 for 25 years of service

MONMOUTH BEACH BOARD OF EDUCATION

2005/2006 SALARY GUIDE

STEP	BA	BA+30 + \$1,300	MA +\$2,000	MA+30 +\$2,800
1	\$ 42,788	\$44,088	\$44,788	\$45,588
2	\$ 43,288	\$44,588	\$45,288	\$46,088
3	\$ 43,788	\$45,088	\$45,788	\$46,588
4	\$ 44,288	\$45,588	\$46,288	\$47,088
5	\$ 44,788	\$46,088	\$46,788	\$47,588
6	\$ 45,288	\$46,588	\$47,288	\$48,088
7	\$ 45,810	\$47,110	\$47,810	\$48,610
8	\$ 46,310	\$47,610	\$48,310	\$49,110
9	\$ 46,810	\$48,110	\$48,810	\$49,610
10	\$ 47,410	\$48,710	\$49,410	\$50,210
11	\$ 48,060	\$49,360	\$50,060	\$50,860
12	\$ 51,615	\$52,915	\$53,615	\$54,415
13	\$ 55,370	\$56,670	\$57,370	\$58,170
14	\$ 59,425	\$60,725	\$61,425	\$62,225
15	\$ 63,780	\$65,080	\$65,780	\$66,580
16	\$ 68,435	\$69,735	\$70,435	\$71,235
17	\$ 75,510	\$76,810	\$77,510	\$78,310

Longevity Add \$500 for 20 years of service
 Add \$500 for 25 years of service

MONMOUTH BEACH BOARD OF EDUCATION

2006/2007 SALARY GUIDE

Step	Salary	BA+30	MA	MA+30
		\$ 1,300	\$ 2,000	\$ 2,800
1	\$ 44,408	\$ 45,708	\$ 46,408	\$ 47,208
2	\$ 44,908	\$ 46,208	\$ 46,908	\$ 47,708
3	\$ 45,408	\$ 46,708	\$ 47,408	\$ 48,208
4	\$ 45,908	\$ 47,208	\$ 47,908	\$ 48,708
5	\$ 46,408	\$ 47,708	\$ 48,408	\$ 49,208
6	\$ 46,908	\$ 48,208	\$ 48,908	\$ 49,708
7	\$ 47,430	\$ 48,730	\$ 49,430	\$ 50,230
8	\$ 47,930	\$ 49,230	\$ 49,930	\$ 50,730
9	\$ 48,430	\$ 49,730	\$ 50,430	\$ 51,230
10	\$ 49,030	\$ 50,330	\$ 51,030	\$ 51,830
11	\$ 49,680	\$ 50,980	\$ 51,680	\$ 52,480
12	\$ 53,160	\$ 54,460	\$ 55,160	\$ 55,960
13	\$ 57,010	\$ 58,310	\$ 59,010	\$ 59,810
14	\$ 61,160	\$ 62,460	\$ 63,160	\$ 63,960
15	\$ 65,610	\$ 66,910	\$ 67,610	\$ 68,410
16	\$ 70,360	\$ 71,660	\$ 72,360	\$ 73,160
17	\$ 77,410	\$ 78,710	\$ 79,410	\$ 80,210

Longevity Add \$500 for 20 years of service
 Add \$500 for 25 years of service

MONMOUTH BEACH BOARD OF EDUCATION

2007/2008 SALARY GUIDE

Step	Salary	BA+30 +1300	MA +2000	MA+30 +2800
1	\$ 47,005	\$ 48,305	\$ 49,005	\$ 49,805
2	\$ 47,205	\$ 48,505	\$ 49,205	\$ 50,005
3	\$ 47,405	\$ 48,705	\$ 49,405	\$ 50,205
4	\$ 47,605	\$ 48,905	\$ 49,605	\$ 50,405
5	\$ 47,805	\$ 49,105	\$ 49,805	\$ 50,605
6	\$ 48,005	\$ 49,305	\$ 50,005	\$ 50,805
7	\$ 49,005	\$ 50,305	\$ 51,005	\$ 51,805
8	\$ 50,005	\$ 51,305	\$ 52,005	\$ 52,805
9	\$ 50,505	\$ 51,805	\$ 52,505	\$ 53,305
10	\$ 51,005	\$ 52,305	\$ 53,005	\$ 53,805
11	\$ 51,505	\$ 52,805	\$ 53,505	\$ 54,305
12	\$ 53,485	\$ 54,785	\$ 55,485	\$ 56,285
13	\$ 57,885	\$ 59,185	\$ 59,885	\$ 60,685
14	\$ 62,485	\$ 63,785	\$ 64,485	\$ 65,285
15	\$ 67,285	\$ 68,585	\$ 69,285	\$ 70,085
16	\$ 72,285	\$ 73,585	\$ 74,285	\$ 75,085
17	\$ 79,310	\$ 80,610	\$ 81,310	\$ 82,110

Longevity Add \$500 for 20 years of service
 Add \$500 for 25 years of service

SCHEDULE A

PART 2

EXTRA CURRICULAR SALARY GUIDES
July 1, 2004 through June 30, 2008

2004-05
4.5%

	1 YEAR	2 YEARS	3 YEARS	4+ YEARS
BASKETBALL	\$1,515	\$1,992	\$2,213	\$2,557
CROSS COUNTRY	\$1,253	\$1,743	\$1,906	\$2,157
BASEBALL	\$1,253	\$1,743	\$1,906	\$2,157
SOFTBALL	\$1,253	\$1,743	\$1,906	\$2,157
CHEERLEADING	\$1,253	\$1,743	\$1,906	\$2,157
TENNIS	\$1,253	\$1,743	\$1,906	\$2,157
STUDENT COUNCIL	\$972			
8TH GRADE ADVISOR	\$1,230			
HOMEWORK CLUB	\$1,944			
CHORUS,BAND, SPRING CON	\$1,045			
JR NATIONAL HONOR SOCIETY	\$972			
YEARBOOK	\$972			
GEPA PREP	\$627			
OVERNIGHT TRIPS		PP PNIGHT	\$137	
DANCE CHAPERONS		2 MAX	\$33	
HOME GAME SUPERV		PERGAME 1	\$25	

CURRICULUM

	04/05
G&T	\$261
LIBRARY	\$261
TECHNOLOGY	\$261
GUIDANCE REVIEW	\$261

2005-06 4.25%

	1 YEAR	2 YEARS	3 YEARS	4+YEARS
BASKETBALL	\$1,580	\$2,076	\$2,307	\$2,666
CROSS COUNTRY	\$1,306	\$1,817	\$1,987	\$2,249
BASEBALL	\$1,306	\$1,817	\$1,987	\$2,249
SOFTBALL	\$1,306	\$1,817	\$1,987	\$2,249
CHEERLEADING	\$1,306	\$1,817	\$1,987	\$2,249
TENNIS	\$1,306	\$1,817	\$1,987	\$2,249
STUDENT COUNCIL	\$1,013			
8TH GRADE ADVISOR	\$1,282			
HOMEWORK CLUB	\$2,026			
CHORUS,BAND, SPRING CON	\$1,089			
JR NATIONAL HONOR SOCIETY	\$1,013			
YEARBOOK	\$1,013			
GEPA PREP	\$654			
OVERNIGHT TRIPS		PP PNIGHT	\$143	
DANCE CHAPERONS		2 MAX	\$35	
HOME GAME SUPERV		PERGAME 1	\$26	

CURRICULUM

	05/06
G&T	\$272
LIBRARY	\$272
TECHNOLOGY	\$272
GUIDANCE REVIEW	\$272

2006-07 4.25%

	1 YEAR	2 YEARS	3 YEARS	4+YEARS
BASKETBALL	\$1,647	\$2,165	\$2,405	\$2,779
CROSS COUNTRY	\$1,362	\$1,894	\$2,072	\$2,344
BASEBALL	\$1,362	\$1,894	\$2,072	\$2,344
SOFTBALL	\$1,362	\$1,894	\$2,072	\$2,344
CHEERLEADING	\$1,362	\$1,894	\$2,072	\$2,344
TENNIS	\$1,362	\$1,894	\$2,072	\$2,344
STUDENT COUNCIL	\$1,056			
8TH GRADE ADVISOR	\$1,337			
HOMEWORK CLUB	\$2,112			
CHORUS,BAND, SPRING CON	\$1,136			
JR NATIONAL HONOR SOCIETY	\$1,056			
YEARBOOK	\$1,056			
GEPA PREP	\$681			
OVERNIGHT TRIPS		PP PNIGHT	\$149	
DANCE CHAPERONS		2 MAX	\$36	
HOME GAME SUPERV		PERGAME 1	\$27	
CURRICULUM				06/07
G&T				\$284
LIBRARY				\$284
TECHNOLOGY				\$284
GUIDANCE REVIEW				\$284

2007-08 4.25%

2007/8 4.25%

	1 YEAR	2 YEARS	3 YEARS	4+YEARS
BASKETBALL	\$1,717	\$2,257	\$2,508	\$2,897
CROSS COUNTRY	\$1,420	\$1,975	\$2,160	\$2,444
BASEBALL	\$1,420	\$1,975	\$2,160	\$2,444
SOFTBALL	\$1,420	\$1,975	\$2,160	\$2,444
CHEERLEADING	\$1,420	\$1,975	\$2,160	\$2,444
TENNIS	\$1,420	\$1,975	\$2,160	\$2,444
STUDENT COUNCIL	\$1,101			
8TH GRADE ADVISOR	\$1,394			
HOMEWORK CLUB	\$2,202			
CHORUS,BAND, SPRING CON	\$1,184			
JR NATIONAL HONOR SOCIETY	\$1,101			
YEARBOOK	\$1,101			
GEPA PREP	\$710			
OVERNIGHT TRIPS		PP PNIGHT	\$155	
DANCE CHAPERONS		2 MAX	\$38	
HOME GAME SUPERV		PERGAME 1	\$28	

CURRICULUM

G&T	07/08
LIBRARY	\$296
TECHNOLOGY	\$296
GUIDANCE REVIEW	\$296