

**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, 2017 - June 30, 2020**

**Contract, Salary Guides, Stipends  
and Extra Curricular Activities**

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THIS AGREEMENT entered into this 1st day of July 2017 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 will recognize the Association as the exclusive representative for all employees who are classified as certified teachers, media specialist, school nurse, Child Study Team, whether under contract or on a leave of absence. It is mutually agreed that for the purpose of this Agreement the term “employee” shall not include the Superintendent/Principal, Assistant Principal, other administrators, Business Administrator/Board Secretary, substitute teachers, School aides, and Custodians.

**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 teacher's' 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. 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 outside of 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.
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. No teacher shall be required to grade placement exams unless given ample release time.
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 and/or a college student doing observation hours under his or her supervision unless said tenured teacher, 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.
- 6: The Board shall grant one release period per month to the President or the Vice-President of the Association to conduct Association business. Request for such release period will be made by the President to the Superintendent in a timely manner. Date and time will be agreed upon mutually.

**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.

Employees will have the option of receiving their pay over a twelve month or ten month pay period.

Upon achieving 20, 25, and 30 years of service to the district the following shall apply.

- I. Longevity:
  - A. \$500- 20 years
  - B. \$500-25 years
  - C. \$500-30 years

**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. No evaluation report shall be placed in the employee's file or otherwise acted upon without prior conference with the employee.
4. No employee shall be required to sign a blank or incomplete evaluation form. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written response within 10 working days to such material and his/her response shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

**ARTICLE VIII**  
**SICK LEAVE - LEAVE OF ABSENCE**

**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 per day rate up to the state maximum (\$15000) 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. Upon the death of a Spouse's Grandparent, Brother-in-law, Sister-in-law, Aunt or Uncle, the employee may have one (1) day to attend

funeral services.

2. Family Illness: 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. Three personal days shall be credited to the employee's account the first day of the school year. Unused personal days will be transferred to employee's accrued sick days. 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.

In the event of the death of an employee, former employee, student or former student in the district, the Superintendent will have sole discretion as to the number of employees and the time of their release.

**ARTICLE IX**  
**MATERNITY**  
**LEAVE**

**LEAVE OF ABSENCE FOR PERSONAL ILLNESS**

Leave of absence for personal illness may be granted to a teacher by the Board. A leave of absence shall not be granted because of personal illness unless the applicant submits the form prescribed by the Board, signed by a regularly licensed Doctor of Medicine, which in all cases shall give such information as will satisfy the Board that the absence is necessary. In the case of mouth ailments, the certificate may be signed by a Doctor of Dental Science or Doctor of Dental Surgery.

**MATERNITY/PATERNITY LEAVE**

(1) The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for other illness or medical disabilities as set forth in N.J.S.A 18A:30-1 et seq. and the rules, regulations and policy statements and this Agreement.

(2) It is recognized that a teacher's maternity leave application involves both a disability phase and a childcare phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The childcare phase is that period of time selected by the teacher, which follows the disability phase during which time the teacher voluntarily suspends her teaching career to care for the newborn child. The childcare leave shall also be available to an adoptive parent or the father of a newborn infant.

- (a) **DISABILITY PHASE:** Any tenured or non-tenured teacher seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board. At the time of application, which shall be made upon sixty (60) Days' notice to the Board, the teacher shall specify in writing, the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth. The Board shall require any teacher to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period as certified jointly by the teacher's and the Board's physicians may be treated as compensable sick leave time at the option of the teacher.
- (b) **CHILD CARE PHASE:** Where the requested leave dates are beyond the period disability associated with pregnancy and is for child care purposes as defined above, the tenured teacher shall be granted, at his/her discretion, a leave for (1) the balance of the school year in which the birth or adoption occurred, or (2) the balance of the school year in which the birth or adoption occurred and the entire following school year. Any further extensions of childcare leave shall be discretionary with the Board. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.
- (3) A teacher returning from pregnancy leave of absence shall be entitled to all benefits to which teachers returning from other types of sick or disability leave would be entitled.

Nothing contained herein shall be construed to require the Board to grant tenure to any non-tenured employee who would not otherwise have been granted tenure or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.

- (4) No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as is provided herein. Nothing contained in this article shall be construed to preclude the Board from requiring any teacher, after birth of her child, to produce a certificate from her physician showing



that she is physically capable or resuming her duties.

## **LEAVE OF ABSENCE FOR OTHER REASONS**

Leave of absence with pay will be granted only for reasons specifically mentioned in this Agreement. A leave of absence with full loss of pay shall be granted for any other emergency or urgent reason upon written application to the building principal. For the protection of the employee and for proper payroll accounting and audit, every absence must be accounted for in writing.

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 \$1,200.00 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. The amount of \$1,200 may be applied to one (1) graduate course or may be split between two (2) graduate courses. 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 there from.

**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 openings within the district shall be posted prior to public notice. The District administrator shall give consideration to any staff who applies.

**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.** All full time teachers shall be permitted five (5) uninterrupted 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.

**I.** The nurse shall be provided an aide when possible during instructional time. All observations shall be conducted using the nurse's observation tool.

**ARTICLE**  
**XIV**  
**INSURANCE**

**A.** Effective Jan 1, 2018 Horizon Direct 15 will be offered as the base health care plan. Employees participating in the base plan shall contribute their share of the premium based on the percentages of the MBTA table provided and that table shall be placed into the appendix of the contract for future reference. Members who forgo the base plan and elect to continue to participate in the Direct 10 health benefit plan shall pay the difference from Direct 15 to Direct 10.

**B.** Subject to Paragraph E. hereinafter, the Board shall pay its share of the premium in effect on July 1 2011 and increases for the duration of the agreement for each tenured teacher and in cases where appropriate for family plan coverage under the plan known as School Employees Health Benefits Plan (SEHBP). All teachers shall pay a portion of their health care benefit through the withholding of the contribution from their pay, salary or other compensation in the amount and manner prescribed by law.

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

**D.** Dental coverage will be the responsibility of the employee.

**E.** Employees may opt out of the District's health insurance plan upon proof of coverage under another plan. The employee will be compensated at 30% of the premium waived based upon the level of benefit dropped by the employee. The opt out period must be for the full year (July 1 through June 30) and arrangements will be in place for employees to opt back in based upon unforeseen life changes. In such case, the prorated amount of the savings shall be paid to the employee based upon the amount of time he/she was not covered

under the Board's plan.

The payment for this plan will be as follows: one-half (1/2) in February and one-half (1/2) in June of the employee's opt-out year.

The election of opting out or opting back into health insurance must be requested in writing each school year. The Business Administrator shall develop forms and timelines for submission of this procedure.

F. The Board shall provide Single Direct 15 coverage to non-tenured certificated staff employed after September 2017 who qualify for the same in accordance with SEHBP. These employees shall have the right to purchase dependent coverage through a payroll deduction for the difference of that amount. Upon granting tenure of employment in the Monmouth Beach School district, the Board shall provide to said staff the health insurance coverage in accordance with the current contract provisions. All non-tenured certificated staff shall pay a portion of their health care contribution through the withholding of the contribution from their pay, salary or other compensation in the amount and manner prescribed by law.

**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. The Association shall have the right to make recommendations on the school calendar to the Superintendent of Schools. In the situation in which a change is required in the

adopted school calendar, the Association will be notified and the views of the Association may be submitted to the Superintendent of Schools. Final determination of the school calendar as well as amendments thereto shall rest exclusively with the Board.

The work year for teachers shall not exceed 184 work days-180 student contact days and for (4) in-service days.

## **ARTICLE**

### **XVII**

#### **WORK**

#### **HOURS**

1. 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. 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. A full instructional day will be held before the spring vacation, on graduation day and every day thereafter. A 12:30 dismissal for the students and a full day for teachers shall apply to the following: The first two (2) days of school and the last two (2) days of school. The following will be a 12:30 dismissal: before Thanksgiving and before winter vacation for students and teachers. There will be a 12:30 day on PTO Open House in the fall.

2. There will be two (2) conference days in the fall. Pre-conference release time will be provided by the administration for grades K, 1, 2 prior to the scheduled conferences. Release time for the teachers shall be provided to accommodate parents not seen during the two scheduled conference days. Conference days are 12:30 p.m. dismissal days for students. One conference day shall be held in the afternoon and one conference shall be an evening conference.

3. All extra time worked shall be mutually agreed to between the association majority rep and the administration inclusive of the state mandated committees.

## **Evening Program**

1. 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).

The superintendent will meet with PTO and association to ensure the appropriate time constraints are followed for both the Open house and Evening shows.

## **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, 2017 and shall continue in effect until June 30, 2020.

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**

**\*Please note, official signed copy is on file.**



# **SCHEDULE A**

## **SALARY GUIDES**

**July 1, 2017 through June 30, 2020**

**YEAR 1  
2017-2018  
Salary Guide  
Monmouth Beach**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
1	\$ 51,845	\$ 53,295	\$ 54,145	\$ 55,095
2	\$ 53,045	\$ 54,495	\$ 55,345	\$ 56,295
3	\$ 54,045	\$ 55,495	\$ 56,345	\$ 57,295
4	\$ 55,045	\$ 56,495	\$ 57,345	\$ 58,295
5-6	\$ 56,045	\$ 57,495	\$ 58,345	\$ 59,295
7-8	\$ 57,045	\$ 58,495	\$ 59,345	\$ 60,295
9	\$ 58,045	\$ 59,495	\$ 60,345	\$ 61,295
10	\$ 59,045	\$ 60,495	\$ 61,345	\$ 62,295
11	\$ 60,045	\$ 61,495	\$ 62,345	\$ 63,295
12	\$ 61,045	\$ 62,495	\$ 63,345	\$ 64,295
13	\$ 62,045	\$ 63,495	\$ 64,345	\$ 65,295
14	\$ 63,045	\$ 64,495	\$ 65,345	\$ 66,295
15	\$ 64,850	\$ 66,300	\$ 67,150	\$ 68,100
16	\$ 67,790	\$ 69,240	\$ 70,090	\$ 71,040
17	\$ 71,405	\$ 72,855	\$ 73,705	\$ 74,655
18	\$ 75,695	\$ 77,145	\$ 77,995	\$ 78,945
19	\$ 81,110	\$ 82,560	\$ 83,410	\$ 84,360
20	\$ 87,400	\$ 88,850	\$ 89,700	\$ 90,650

**LONGEVITY**

\$500	20 YEARS
\$500	25 YEARS
\$500	30 YEARS

**LATERALS**

\$ 1,450	BA+30
\$ 2,300	MA
\$ 3,250	MA+30

**NOTE:** Please refer to the prior contract for the year 2014-2017, Article VI, which indicates employees on Step 20 of the guide received an additional \$1,000 added to their base salary each year (3 year total). Agreement during this three year period accounts for several salaries being over the Step 20 Guide for the duration of this agreement

**YEAR 2  
2018-2019  
Salary Guide  
Monmouth Beach**

Step	BA	BA+30	MA	MA+30
1	\$ 53,305	\$ 54,755	\$ 55,605	\$ 56,555
2	\$ 54,055	\$ 55,505	\$ 56,355	\$ 57,305
3	\$ 54,805	\$ 56,255	\$ 57,105	\$ 58,055
4	\$ 55,805	\$ 57,255	\$ 58,105	\$ 59,055
5	\$ 56,805	\$ 58,255	\$ 59,105	\$ 60,055
6-7	\$ 57,805	\$ 59,255	\$ 60,105	\$ 61,055
8-9	\$ 58,805	\$ 60,255	\$ 61,105	\$ 62,055
10	\$ 59,805	\$ 61,255	\$ 62,105	\$ 63,055
11	\$ 60,805	\$ 62,255	\$ 63,105	\$ 64,055
12	\$ 62,005	\$ 63,455	\$ 64,305	\$ 65,255
13	\$ 63,240	\$ 64,690	\$ 65,540	\$ 66,490
14	\$ 64,640	\$ 66,090	\$ 66,940	\$ 67,890
15	\$ 66,640	\$ 68,090	\$ 68,940	\$ 69,890
16	\$ 69,540	\$ 70,990	\$ 71,840	\$ 72,790
17	\$ 73,140	\$ 74,590	\$ 75,440	\$ 76,390
18	\$ 77,340	\$ 78,790	\$ 79,640	\$ 80,590
19	\$ 82,140	\$ 83,590	\$ 84,440	\$ 85,390
20	\$ 87,900	\$ 89,350	\$ 90,200	\$ 91,150

**LONGEVITY**

\$500	20 YEARS
\$500	25 YEARS
\$500	30 YEARS

**LATERALS**

\$ 1,450	BA+30
\$ 2,300	MA
\$ 3,250	MA+30

**NOTE:** Please refer to the prior contract for the year 2014-2017, Article VI, which indicates employees on Step 20 of the guide received an additional \$1,000 added to their base salary each year (3 year total). Agreement during this three year period accounts for several salaries being over the Step 20 Guide for the duration of this agreement

**YEAR 3  
2019-2020  
Salary Guide  
Monmouth Beach**

Step	BA	BA+30	MA	MA+30
1	\$ 54,430	\$ 55,880	\$ 56,730	\$ 57,680
2	\$ 55,130	\$ 56,580	\$ 57,430	\$ 58,380
3	\$ 55,830	\$ 57,280	\$ 58,130	\$ 59,080
4	\$ 56,530	\$ 57,980	\$ 58,830	\$ 59,780
5	\$ 57,530	\$ 58,980	\$ 59,830	\$ 60,780
6	\$ 58,530	\$ 59,980	\$ 60,830	\$ 61,780
7-8	\$ 59,530	\$ 60,980	\$ 61,830	\$ 62,780
9-10	\$ 60,530	\$ 61,980	\$ 62,830	\$ 63,780
11	\$ 61,630	\$ 63,080	\$ 63,930	\$ 64,880
12	\$ 62,830	\$ 64,280	\$ 65,130	\$ 66,080
13	\$ 64,130	\$ 65,580	\$ 66,430	\$ 67,380
14	\$ 65,830	\$ 67,280	\$ 68,130	\$ 69,080
15	\$ 68,030	\$ 69,480	\$ 70,330	\$ 71,280
16	\$ 70,930	\$ 72,380	\$ 73,230	\$ 74,180
17	\$ 74,530	\$ 75,980	\$ 76,830	\$ 77,780
18	\$ 78,730	\$ 80,180	\$ 81,030	\$ 81,980
19	\$ 83,130	\$ 84,580	\$ 85,430	\$ 86,380
20	\$ 88,400	\$ 89,850	\$ 90,700	\$ 91,650

**LONGEVITY**

\$500	20 YEARS
\$500	25 YEARS
\$500	30 YEARS

**LATERALS**

\$ 1,450	BA+30
\$ 2,300	MA
\$ 3,250	MA+30

**NOTE:** Please refer to the prior contract for the year 2014-2017, Article VI, which indicates employees on Step 20 of the guide received an additional \$1,000 added to their base salary each year (3 year total). Agreement during this three year period accounts for several salaries being over the Step 20 Guide for the duration of this agreement

# **SCHEDULE B**

## **EXTRA CURRICULAR GUIDES**

**July 1, 2014 through June 30, 2017**

## EXTRACURRICULAR GUIDES

2017-2018

2.22%

	1 YEAR	2 YEARS	3 YEARS	4+YEARS
BASKETBALL	\$ 2,282	\$ 3,000	\$ 3,333	\$ 3,852
CROSS COUNTRY	\$ 1,887	\$ 2,508	\$ 2,869	\$ 3,250
ASST. CROSS COUNTRY	\$ 630	\$ 836	\$ 957	\$ 1,083
BASEBALL	\$ 1,887	\$ 2,508	\$ 2,869	\$ 3,250
SOFTBALL	\$ 1,887	\$ 2,508	\$ 2,869	\$ 3,250
CHEERLEADING	\$ 1,887	\$ 2,508	\$ 2,869	\$ 3,250
TENNIS	\$ 1,887	\$ 2,508	\$ 2,869	\$ 3,250
STUDENT COUNCIL	\$ 1,464			
8TH GRADE ADVISOR	\$ 1,852			
HOMEWORK CLUB	\$ 2,926			
CHORUS, BAND, SPRING CONCERT	\$ 1,574			
JR NATIONAL HONOR SOCIETY	\$ 731			
YEARBOOK	\$ 1,464			
STANDARDIZED TEST PREP	\$ 37	per class		
OVERNIGHT TRIPS P/P PER NIGHT	\$ 206			
DANCE CHAPERONS 2 MAX	\$ 50			
HOME GAME SPVSN PER GAME	\$ 38			
PLAY/TALENT SHOW	\$ 1,271			
CURRICULUM				
G&T	\$ 393			
LIBRARY	\$ 393			
TECHNOLOGY	\$ 393			
GUIDANCE REVIEW	\$ 393			
CURRICULUM WRITING	\$ 51	per hour		
HOME INSTRUCTION	\$ 51	per hour		
STATE MANDATED COMMITTEES (after a full hour has elapsed)	\$ 37	per hour		

## EXTRACURRICULAR GUIDES

**2018-2019**

2.75%

	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS</b>	<b>4+YEARS</b>
BASKETBALL	\$ 2,344	\$ 3,083	\$ 3,425	\$ 3,958
CROSS COUNTRY	\$ 1,939	\$ 2,577	\$ 2,948	\$ 3,339
ASST. CROSS COUNTRY	\$ 647	\$ 859	\$ 983	\$ 1,112
BASEBALL	\$ 1,939	\$ 2,577	\$ 2,948	\$ 3,339
SOFTBALL	\$ 1,939	\$ 2,577	\$ 2,948	\$ 3,339
CHEERLEADING	\$ 1,939	\$ 2,577	\$ 2,948	\$ 3,339
TENNIS	\$ 1,939	\$ 2,577	\$ 2,948	\$ 3,339
STUDENT COUNCIL	\$ 1,504			
8TH GRADE ADVISOR	\$ 1,903			
HOMEWORK CLUB	\$ 3,006			
CHORUS, BAND, SPRING CONCERT	\$ 1,617			
JR NATIONAL HONOR SOCIETY	\$ 751			
YEARBOOK	\$ 1,504			
STANDARDIZED TEST PREP	\$ 38	PER CLASS		
OVERNIGHT TRIPS P/P PER NIGHT	\$ 212			
DANCE CHAPERONS 2 MAX	\$ 51			
HOME GAME SPVSN PER GAME	\$ 39			
PLAY/TALENT SHOW	\$ 1,306			
CURRICULUM				
G&T	\$ 404			
LIBRARY	\$ 404			
TECHNOLOGY	\$ 404			
GUIDANCE REVIEW	\$ 404			
CURRICULUM WRITING	\$ 53	per hour		
HOME INSTRUCTION	\$ 53	per hour		
STATE MANDATED COMMITTEES (after a full hour has elapsed)	\$ 38	per hour		

## EXTRACURRICULAR GUIDES

**2019-2020**

2.75%

	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS</b>	<b>4+YEARS</b>
BASKETBALL	\$ 2,409	\$ 3,167	\$ 3,519	\$ 4,066
CROSS COUNTRY	\$ 1,992	\$ 2,648	\$ 3,029	\$ 3,431
ASST. CROSS COUNTRY	\$ 665	\$ 883	\$ 1,010	\$ 1,143
BASEBALL	\$ 1,992	\$ 2,648	\$ 3,029	\$ 3,431
SOFTBALL	\$ 1,992	\$ 2,648	\$ 3,029	\$ 3,431
CHEERLEADING	\$ 1,992	\$ 2,648	\$ 3,029	\$ 3,431
TENNIS	\$ 1,992	\$ 2,648	\$ 3,029	\$ 3,431
STUDENT COUNCIL	\$ 1,545			
8TH GRADE ADVISOR	\$ 1,955			
HOMEWORK CLUB	\$ 3,089			
CHORUS, BAND, SPRING CONCERT	\$ 1,662			
JR NATIONAL HONOR SOCIETY	\$ 771			
YEARBOOK	\$ 1,545			
STANDARDIZED TEST PREP	\$ 39	per class		
OVERNIGHT TRIPS P/P PER NIGHT	\$ 218			
DANCE CHAPERONS 2 MAX	\$ 53			
HOME GAME SPVSN PER GAME	\$ 40			
PLAY/TALENT SHOW	\$ 1,342			
CURRICULUM				
G&T	\$ 415			
LIBRARY	\$ 415			
TECHNOLOGY	\$ 415			
GUIDANCE REVIEW	\$ 415			
CURRICULUM WRITING	\$ 54	per hour		
HOME INSTRUCTION	\$ 54	per hour		
STATE MANDATED COMMITTEES (after a full hour has elapsed)	\$ 39	per hour		



MBTA Health Care Table

Single Coverage		Family Coverage		P/C or Spouse	
Salary Range	MBTA	Salary Range	MBTA	Salary Range	MBTA
50,000- 54,999	17.50%	50,000- 54,999	10.50%	50,000- 54,999	13.13%
55,000-59,999	20.13%	55,000-59,999	12.25%	55,000-59,999	14.88%
60,000-64,999	23.63%	60,000-64,999	14.88%	60,000-64,999	18.38%
65,000-69,999	25.38%	65,000-69,999	16.63%	65,000-69,999	20.13%
70,000-74,999	28%	70,000-74,999	19.25%	70,000-74,999	22.75%
75,000-79,999	28.88%	75,000-79,999	20.13%	75,000-79,999	23.63%
80,000-94,999	29.75%	80,000-84,999	21%	80,000-84,999	24.50%
95,000 and Over	30.62%	85,000-89,999	22.75%	85,000-99,999	26.25%
		90,000-94,999	24.50%	100,000 and Over	30.63%
		95,000-99,999	25.38%		
		100,000-109,999	28%		
		110,000 and Over	30.63%		

**TEACHERS' CONTRACT FOR SALARY GUIDE  
FROM 7/1/2017 THROUGH 6/30/2020  
ADDITIONAL NOTES**

**NOTE:** Please refer to the prior contract for the year 2014-2017, Article VI, which indicates employees on Step 20 of the guide received an additional \$1,000 added to their base salary each year (3 year total). The agreement during this three year period accounts for several salaries being over the Step 20 Guide for the duration of this agreement.

The above off guide amount involved four teachers reaching Step 20 and receiving that off-guide amount. (D.O, D.M. N.P., S.S, A.H.) Therefore, their salaries reflect the addition of the annual off guide amount, which is why the salary amount is higher than the Current Step 20.