

AGREEMENT

between the

BERKELEY TOWNSHIP ADMINISTRATORS' ASSOCIATION

And

BOARD OF EDUCATION OF BERKELEY TOWNSHIP

Bayville, New Jersey

The County of Ocean, New Jersey

2008-2012

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PREAMBLE

This Agreement is entered into this first (1st) day of July, 2008, by and between the Board of Education of Berkeley Township, the city of Bayville, New Jersey, hereinafter called the "Board", and the Berkeley Township Administrators' Association, hereinafter called the "Association".

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Berkeley Township Administrators' Association as the exclusive representation for collective negotiations concerning the terms and conditions of employment for those certified personnel employed under this contract.

This would include: Principals
District Director of Elementary Education
Director of Special Education Services
Assistant Principals
Supervisors

But excluding: Superintendent of Schools
Business Administrator/Board Secretary

- B. Unless otherwise indicated, the term "Administrators", when used hereinafter in this Agreement, shall refer to all employees of the negotiating unit represented by the Association.

ARTICLE 2

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of principals' employment. Such negotiations shall begin not later than the date set by the Public Employment Relations Commission in the year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees recognized in Article 1, be reduced to writing, be signed by the Board and Association, and be adopted by the Board.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection all pertinent records, data and information of the Berkeley Township School District that fall within the public domain.

- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.
- D. Except as this Agreement shall hereinafter otherwise provide, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representatives before they are established.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.
- F. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- G. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3

GRIEVANCE PROCEDURE

- A. A grievance shall mean a complaint by administrators that there has been a misinterpretation, misapplication, or violation of policies, agreements, or administrative decisions affecting them as listed in this contract Agreement. With respect to their grievances, the administrators shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting their appeal. An employee shall have the right to present his/her own appeal or to designate the Berkeley Township Administrators' Association as his representative, or any other representative of his/her own choosing, to appear with him/her, or, in case of emergency, for him/her, at any step on his/her appeal after the informal meeting with the Superintendent of Schools.
- B. Non-renewal of a non-tenured administrator contract is not subject to the grievance procedure provided the administrator has been evaluated according to the established evaluation procedures.
 - 1. Any administrator who has a grievance shall discuss it first with the Superintendent of Schools or the Superintendent's designated representative in an attempt to resolve the matter informally at that level.
 - 2. If, as a result of this discussion, the matter is not resolved to the satisfaction of the administrator within five (5) school days, he/she shall set forth his/her complaint in writing to the Superintendent of Schools. If a formal, written grievance is not presented by the aggrieved party within a period of twenty-five

(25) school days after the misinterpretation, misapplication, or violation of policies, agreements or administrative decisions affecting him/her, then the grievance shall be disallowed.

3. The grievance letter submitted to the Superintendent of Schools shall contain a request for a formal meeting with the Superintendent within five (5) school days after the Superintendent's receipt of the complaint. The administrator may request representation at this formal meeting by any member of the Administrators' Association. If the administrator chooses to have another member of the Administrators' Association represent him/her at this formal meeting, the administrator must be in attendance with the representative and the Superintendent at the formal meeting. Following this formal meeting, the Superintendent shall communicate his/her decision to the administrator in writing within three (3) school days.
4. If the grievance is not resolved to the employee's satisfaction, he/she may request a review by the Board of Education. The request for review shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board of Education. The Board of Education shall render a written decision to the Association within a period not to exceed thirty (30) calendar days after the matter was heard by the Board. At any meeting with the Board, the employee may be represented by any persons of his/her choosing, but the principal must attend this meeting along with the representative.
5.
 - a. If the aggrieved person is not satisfied with the disposition of his/her grievances at Level Four, or if no decision has been rendered within thirty (30) calendar days after the grievance was heard by the Board, he/she may, within five (5) calendar days of the decision or thirty five (35) calendar days of when the grievance was heard by the Board, request in writing that the Chairman of the Association submit his/her grievance to arbitration. The Association may submit the grievance to arbitration within ten (10) calendar days after receipt of a request by the aggrieved person.
 - b. Within ten (10) calendar days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment with the specific period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in selection of an arbitrator.
 - c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues

submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory on the parties.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

C. Miscellaneous

1. If, in the judgment of the Berkeley Township Administrators' Association, a grievance affects a group or class of administrators the Berkeley Township Administrators' Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at the Superintendent's level.
2. Forms for filing grievances, servicing notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
3. All meetings and hearings under this procedure shall not be conducted in public and shall include such parties in interest and their designed selected representative, heretofore referred to this Article.
4. The aggrieved party shall not be excused from performance of duty until the grievance is resolved.
5. All grievances under section 2, 3, and 4 shall be in writing, shall specify the section of the contract, the Board Policy or the administrative decision within the definition of a grievance above, the date of the violation, and relief sought.

ARTICLE 4

COMPLAINT PROCEDURE

A. Statement of Purpose:

To provide procedures for the investigation of a complaint involving pupils and administrator, or parent and administrator.

B. Procedural Steps:

1. Step One: Administrator and pupils, or administrator and parent must confer at this step to resolve any and all complaints. Any unresolved complaints will then be processed through Step Two.

2. Step Two: Any complaint unresolved under Step One will be reviewed by the Superintendent of Schools, or his/her designated representative, in an attempt to resolve the matter to the satisfaction of all parties concerned. If the matter still remains unresolved, then it will process to Step Three.
 3. Step Three: Any complaint unresolved at Step Two must be submitted, in writing, within five (5) days by the complainant to the Superintendent of Schools who shall forward a copy to the administrator and parent, or parents, involved.
 4. Step Four: Upon receipt of the written complaint, the Superintendent of Schools will confer with all parties. The administrator has the right to be present at all meetings of the Superintendent and the complainant when the complainant has filed the formal written complaint.
 5. Step Five: If the Superintendent is unable to resolve this complaint to the satisfaction of all parties concerned, he shall forward the results of his investigation along with his recommendation, in writing, to the Board of Education and a copy to all parties concerned.
 6. Step Six: After receipt of the Superintendent's findings and recommendations, and before action thereon, the Board of Education shall afford the parties the opportunity to meet with the Board and show cause why the Superintendent's recommendations should not be followed. All parties shall have the right of representation before the Board of Education, which right includes representation by any representative of the parties choosing. If the party is represented by someone other than themselves, the party who is being represented must still be present at the meeting.
 7. Step Seven: Copies of the action taken by the Board of Education shall be forwarded to all parties.
- C. If the administrator is not satisfied with the disposition of the Board of Education, or if no decision has been rendered by the Board within five (5) school days after the meeting with the Board, the administrator may file under the Grievance Procedure under the level which allows him/her to present his/her grievance to his/her Association for arbitration.

ARTICLE 5

ADMINISTRATORS' RIGHTS

- A. Except as otherwise provided in Chapter 303, PL 1968, "public employees 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 to refrain from any such activity...".
- B. Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he/she may have under New Jersey State Laws of other applicable laws and regulations. The rights granted to administrators hereunder shall be deemed to be in addition to those provided elsewhere.

- C. No administrator shall be formally disciplined, formally reprimanded, or reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the Grievance Procedure herein set forth.
- D. Whenever any administrator is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that administrator in his office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview.
- E. Any questions or criticisms by the Superintendent of Schools or Board member of an administrator or his instructional or administrative methodology shall be made in confidence and not in the presence of pupils, parents or at any public meetings.

ARTICLE 6

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representatives of the Association or any administrator is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- B. With prior knowledge of the Superintendent of Schools, representatives of the Association the New Jersey Principals and Supervisors Association, the National Principals' Association, and the American Association of School Administrators 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.
- C. The Association and its representatives shall have the right 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. Approval shall be required in accordance with appropriate board policy.
- D. The Association shall have the right to use school facilities and equipment, including typewriters, photocopiers, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall furnish materials and supplies incident to such use.
- E. When available, the Association shall have the right to purchase expendable office supplies and other materials from the Board at the price paid by the Board to its suppliers.
- F. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary for Association business.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the administrators, and to no other organizations.

ARTICLE 7

WORK HOURS AND CALENDAR

- A. Administrators are required to devote the necessary hours to their employment so as to complete all responsibilities. Administrators are expected to attend evening meetings and weekend meetings as part of their contractual salaries and shall receive no additional compensation.
- B. Administrators shall work a normal eight (8) hour workday and will be required to work additional hours when work responsibilities so indicate and/or when evening and weekend meetings are required.
- C. Administrators are required to be on duty each day at least fifteen (15) minutes prior to the scheduled time for teachers and at least fifteen (15) minutes after the release time for teachers. If the work hours for teachers are less than eight (8) hours per day, then the administrator shall maintain the normal eight (8) hour workday schedule.
- D. When work hours of the administrators require the administrators to be away from their individual schools, then the Superintendent is to be informed on each occasion.
- E. The work year for administrators shall be from July 1 through June 30; assistant principals from September 1 through June 30 plus 20 days in the summer and, supervisors from September 1 through June 30.
- F.
 - a. Principals and Directors shall receive twenty (20) paid vacation days for each twelve (12) months of employment. Vacation days during the school year may be taken subject to approval by the Superintendent of schools.
 - b. Since vacation days are not cumulative, permission must be specifically authorized by the Superintendent of Schools to carry over vacation days beyond the year in which they are earned.
- G. Administrators shall receive all legal holidays and holidays when school is closed for pupils. Administrators shall be available for work during the Winter Recess if their work responsibilities so require, or if the Superintendent of Schools requires specific tasks to be completed.
- H. In an effort to promote excellent public relations, the administrators shall be required to attend monthly PTA meetings conducted in their building and assist the PTA members whenever possible.

ARTICLE 8

ADMINISTRATORS EMPLOYMENT

- A. Administrators shall be notified of their contract and salary status for the ensuing year as soon as possible, but no later than April 30.

- B. If an administrator wishes to change his work responsibilities, the administrator may inform the Superintendent of Schools, in writing, prior to April 1st. Every consideration will be given to the administrator's request but final authority for placement and transfer shall be reserved for the Superintendent of Schools.

ARTICLE 9

SALARIES

- A. "Any Board of Education may withhold for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any members in any year by a recorded roll call majority vote of the full membership of the Board of Education. It shall be the duty of the Board of Education, within ten (10) days, to give written notice of such action, together with the reasons thereof, to the member concerned. The member may appeal from such action to the Commissioner under rules prescribed by him..." (18A:2914NJS)
- B. The basic salaries in the Principals' Schedule are expected to cover all services rendered by the principal in connection with his duties, responsibilities, and job specifications outlined by the Board of Education.

All unit members on staff in a permanent position as of July 1, 2008 shall be paid the following salaries. All members of the unit who have not reached the top of the guide will advance one step each year of the contract. Salaries shall be as listed below:

PRINCIPALS / DIRECTORS

	<u>2008-09</u> 4.5%		<u>2009-10</u> 4.5%		<u>2010-11</u> 3.9%		<u>2011-12</u> 3.5%	
1		\$ 92,000		\$ 94,000		\$ 96,000		\$ 100,000
2		\$ 94,000		\$ 96,000		\$ 98,000		\$ 102,000
3		\$ 96,000		\$ 97,500		\$100,000		\$ 104,000
4		\$ 98,000		\$101,000		\$104,000		\$ 106,000
5		\$ 101,000		\$103,000		\$107,000		\$ 109,000
6		\$ 102,000		\$106,000		\$108,000		\$ 113,000
7		\$ 104,000		\$107,000		\$111,000		\$ 117,000
OFF								
7		\$ 116,000		\$121,000		\$125,500		\$ 127,000

ASSISTANT PRINCIPALS

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
1	\$ 78,000	\$ 79,000	\$ 80,000	\$ 82,000
2	\$ 79,500	\$ 82,000	\$ 83,000	\$ 84,000
3	\$ 81,500	\$ 85,000	\$ 86,000	\$ 87,000
4	\$ 83,500	\$ 86,500	\$ 88,500	\$ 90,000
5	\$ 85,000	\$ 87,500	\$ 90,000	\$ 92,000
6	\$ 89,000	\$ 91,000	\$ 93,677	\$ 95,314

SUPERVISORS

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
1	\$ 70,000	\$ 72,000	\$ 74,000	\$ 75,000
2	\$ 72,000	\$ 74,000	\$ 75,000	\$ 77,000
3	\$ 74,183	\$ 75,000	\$ 76,000	\$ 77,500
4	\$ 76,000	\$ 77,096	\$ 78,000	\$ 80,000
5	\$ 77,000	\$ 78,000	\$ 79,795	\$ 81,500
6	\$ 78,000	\$ 79,000	\$ 81,000	\$ 83,071

2. **Longevity:**

Longevity payments shall be added to the above salaries for the following years of in-district experience.

PRINCIPALS/DIRECTORS

After the completion of:

- 3 years: \$500
- 6 years: +\$500
- 9 years: +\$500
- 12 years: +\$600
- 15 years: +\$700
- 20 years: +\$1200

ASST. PRINC./SUPV.

After the completion of:

- 3 years: \$300
- 6 years: +\$300
- 9 years: +\$300
- 12 years: +\$300
- 15 years: +\$575
- 25 years: +\$300

C. Administrators employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

D. Administrators may elect to have a certain percentage of their monthly salary deposited directly in First Financial Federal Credit Union. Forms and notification must be provided to the Business Office when requested by the Business Administrator/Board Secretary.

4. **Promotions:**

Positions paying a salary differential and/or positions classified by Superintendent of Schools shall be considered as promotional positions for building principals. All vacancies in promotional positions will be adequately publicized by the Superintendent and any administrator who desires to apply for such vacancies shall submit the application in writing to the Superintendent within the time limits specified by the Superintendent. The qualifications for the position and its duties will be

4. **Promotions:**

Positions paying a salary differential and/or positions classified by Superintendent of Schools shall be considered as promotional positions for building principals. All vacancies in promotional positions will be adequately publicized by the Superintendent and any administrator who desires to apply for such vacancies shall submit the application in writing to the Superintendent within the time limits specified by the Superintendent. The qualifications for the position and its duties will be set forth by the Superintendent and any administrator applying for this position must present to the Superintendent of Schools his certification for the position.

ARTICLE 10

HEALTH INSURANCE

- A. The Board of Education will assume the financial responsibility for payment of the 100% of the costs of the medical and prescription insurance plan determined by the Board for all full-time employees under Article 1 and their families.
- B. 1. There shall be voluntary health insurance waiver plan for employees eligible to receive family, husband/wife, or parent/child(ren) coverage for health/hospitalization coverage.
2. Each year, the Board shall provide appropriate forms to all employees covered by family, husband/wife, or parent/child(ren) coverage. Said form will contain a final return date.
3. Employees who voluntarily elect to waive coverage shall be entitled to receive 25% of the maximum Board cost for such insurance.
4. Payment of the monies in 3 above shall be made separately by check on or about July 31st after the conclusion of the waived year.
5. An employee who waives coverage may re-enroll for the next year during the open enrollment period.
6. An employee who initially waives coverage under A. & B. above and then needs to re-enroll will either be re-enrolled in the District plan or, if this is not possible under the Plans rules, shall be fully reimbursed on a quarterly basis for enrollment in an equivalent plan. It shall be the employee's obligation to inform the District of pending loss of coverage. Said employee will be re-enrolled in the District's plan at the first permissible date. An employee who re-enrolls (either in the District plan or who is reimbursed in the open enrollment plan) under A. or B will receive no incentive for that year.
7. The parties agree that all of the terms of B. shall be in effect through June 30, 2008, but shall expire at that time unless both parties indicate, in writing, their willingness to continue these provisions shall become null and void.
8. If the incentive plan is subsequently ruled in conflict with any of the carrier's plans, the provisions of B. shall be null and void with respect to that specific coverage area.

C. Coverages under A. Above

The Board shall provide individual, parent/child, husband/wife or family coverage as appropriate. All insurance benefits will be provided by the carrier determined by the Board and offered as follows:

1. Dental Cap is \$650;
2. Prescription Plan co-pay shall be \$15.00 (Brand Name), \$10.00 (Generic), \$0.00 (Mail In).

D. Administrators shall be eligible for NJ Direct 10 Health Insurance.

E. An employee on an approved leave of absence shall continue on the Board's insurance and medical policies provided:

1. The premium for three (3) months shall be paid in advance by the employee on leave and shall continue to be paid three (3) months in advance during the approved leave of absence.
2. If the employee fails to pay in advance in accordance with paragraph E. 1. above, a thirty (30) day grace period shall be allowed and if the three (3) months payment is not made within this period, coverage shall lapse.

F. Annual physicals shall be conducted and completed by a physician. All fees for these services which are not paid by the insurance carrier, after submittal for payment to insurance carrier, shall be reimbursed by the Board of Education up to \$1,200.00 per year.

ARTICLE 11

SICK LEAVE

A. Credited With Unused Sick Leave

- Refer to NJS 18A:30-3.2 and 3.3.

Under the conditions allowed by Title 18A:30-3.2, the Board of Education may grant up to a maximum of ten (10) sick leave days which have been accumulated by an administrator in other districts within the State. To receive credit for these days, application must be made to the Superintendent, in writing, within six (6) months after the employee serves the first day of the first school year. No request for transfer of unused sick leave will be made after this time.

B. Definition of Sick Leave

- Refer to NJS 18A:30.1.

C. Sick Leave Allowable

- Refer to NJS 18A:30.2.

Since administrators are currently employed on a twelve (12) month basis, administrators shall be granted fifteen (15) sick days per year, assistant principals – 12.5 days per year and, supervisors – ten (10) days per year.

- D. Accumulated Sick Leave
- Refer to NJS 18A:30.3.
- E. Physician's Certificated Required Sick Leave
- Refer to NJS 18A:30.4.
- F. Restoration of Sick Leave
Previously accumulated unused sick leave days may be restored to a returning administrator upon the recommendations of the Superintendent and approval by the Board of Education.
- G. Payment of Sick Leave for Service Connected Disability
- Refer to NJS 18A:30-2.1.
- H. The parties agree to a payment for accumulated sick leave upon retirement under the following conditions:
1. The employee must apply and qualify for a TPAF pension.
 2. Only days earned in Berkeley Township Schools shall be paid for at the time of retirement. Days granted by the Board under "A" above shall be deducted from accumulated leave for said payment.
 3. Sick leave payment of 1 for 2 (50%) for accumulated sick days at the per diem rate of up to a maximum reimbursement rate of \$15,000; payable in one lump sum on January 15th of the following tax year.
 4. The provisions of Paragraph H. shall apply to any employee who passes away or who becomes permanently disabled.

ARTICLE 12

TEMPORARY LEAVES OF ABSENCE

- A. The provisions for temporary leaves of absence at full pay stated below shall be for one (1) year and unused days shall not be accumulated for use in another year.

1. Death in the Immediate Family

An allowance of up to six (6) consecutive days leave at any one time shall be granted for each death in the immediate family. Immediate family shall be considered to be: father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, or any member of the immediate household.

2. Military Service

All leaves of absence granted to employees entering military service shall be governed by the New Jersey Statutes.

3. Reserve Field Training

All regular employees shall be granted permission to engage in military reserve field training without deduction to pay as set forth in the New Jersey Statutes.

- B. An allowance of up to three (3) days total leave with prior approval by the Superintendent of Schools for any one or combination of the following shall be granted with pay for:

1. For the purpose of attending summer school classes and/or travel to the place where such classes are to be held at the beginning or end of the school year.

2. In the event of the death of an administrator's friend or relative outside the administrator's immediate family as defined above.

C. Emergency Reasons

The definition of emergency shall mean a situation that cannot be foreseen or planned for in advance. Up to a maximum of three (3) days in any school year, for personal leaves of absence, with or without pay, shall be a matter of discretion of the Superintendent of Schools. Unused personal days at the end of the school year shall be added to the employees existing sick leave bank.

- D. In the event of the death of a teacher, administrator, or student in the Berkeley Township School District, the Superintendent of Schools may grant a principal sufficient time off to attend the funeral.

E. Other temporary leaves of absence with pay may be granted by the Board of Education for good reason upon the recommendation of the Superintendent of Schools.

F. Leaves taken pursuant to sections A., B., C., and D. shall be in addition to any sick leave to which the administrator is entitled.

G. Professional Visitations

1. Leaves may be authorized by the Superintendent of Schools to individual administrators to attend and participate in professional meetings, conferences, workshops, seminars, and visitations to other school systems. A complete report describing the professional activity shall be filled with the Superintendent of Schools.

2. Reimbursement for expenses not to exceed four hundred dollars (\$400.00) per year shall be provided to the building Administrators when it is necessary for the building Administrators to be away from their normal work duties for professional visitations. All claims for reimbursement must be verified with receipts and vouchers according to specifications outlined by the Superintendent of Schools.

3. Administrators, consisting of Principals and Directors only, shall be reimbursed for expenses incurred while attending a national educational conference/convention. Total group professional reimbursement each year of the agreement shall be \$4,000. No individual may be reimbursed more than \$2,000.

ARTICLE 13

EXTENDED LEAVES OF ABSENCE

A. Military Leave

Military leave without pay shall be granted to an employee who is inducted or enlists in any Branch of the Armed Forces of the United States for the period of said induction or initial enlistment. All rights and benefits accrued will be protected under the New Jersey Statutes 18A:6-33 and 18A:29-11. These laws are titled "Tenure, Pension and Other Employment Rights in Military and Naval Services." (NJS 18A:29-11).

B. Disability Leave for Maternity

Disability leave for maternity is a period of time for the purpose of giving birth to a child when the employee is physically unable to perform her duties as certified by her physician. Concurrence of the school physician may be required by the Board of Education.

1. Disability leave shall commence and terminate on the date requested by the employee governed by the terms of B.2. below. Whenever possible, the district shall be notified at least six (6) weeks prior to the commencement of the leave and shall be informed of the date of return to active status.

2. Any pregnant employee will be deemed eligible for sick leave to the extent allowable or to utilize accumulated sick leave commencing twenty (20) days prior to the expected date of birth (whichever date last occurs) and shall continue until twenty (20) working days or one (1) month after the birth of the child (whichever date first occurs).

3. No employee shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse of specific duration between childbirth and the desired date to return.

4. The Board shall not remove any employee from her duties during pregnancy unless the employee cannot produce a certificate from her physician, with the concurrence of the school physician, that she is medically able to continue working.

5. The Board shall not discriminate against any person in violation of N.J.S.A.10:5-1 et seq., The Law against Discrimination, nor in violation of the Constitutions of the State of New Jersey and the United States.

C. Child Rearing Leave-Natural Childbirth or Adoption

1. A non-tenured employee or an employee with less than three (3) years of working experience in the Berkeley Township Schools shall be granted a child-rearing leave, without pay, for the remainder of the current school year in which the child is born or adopted.

2. A tenured employee with more than three (3) years of consecutive experience in the Berkeley Township School District shall be granted a child-rearing leave, without pay, for the remainder of the school year in which the child was born or adopted and for one (1) additional school year immediately thereafter. This request for extension for one additional school year shall be made, in writing, to the Superintendent of Schools, not less than ninety (90) days prior to the end of the current school year in which the child-rearing leave begins.

3. While child-rearing leaves under C.2. above, are either for the balance of the year in which the child is born or for that period and for the full school year after the child is born, nothing in the above language shall prevent a tenured employee and the Board from agreeing that a tenured employee may return on other than the beginning of a school year if such return is administratively convenient to the Board. Such decision is not grievable.

4. In order to receive such a leave under C.1. or 2. above, the employee must apply for it in writing at least sixty (60) days before its commencement. In the case of adoption, since the date of custody cannot be predicted in all cases, notice shall be given in writing at least sixty (60) days prior to the anticipated date of custody if possible, and if not, as soon as practicable.

5. In the case of natural childbirth, child-rearing leave must commence immediately following the last sick day under B.2. above.

6. In the case of an adoption, child-rearing leave must commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

7. No employee on child-rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the Berkeley Township School District in the area of her certification or competence.

- D. Other extended leaves of absence without pay may be granted by the Board of Education on the recommendation of the Superintendent of Schools.
- E. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return.
- F. All extensions or renewals of extended leaves of absence shall be applied for prior to April 1st and granted in writing through the office of the Superintendent of Schools according to the provisions mentioned in the preceding paragraphs.
- G. The Board shall grant a leave of absence without pay to any employee to run for or serve in a state or national public office, such leave to be for a period for not less than two and one-half (2½) months (September 1 to November 15) nor more than one (1) school year at a time, subject to the possibility of individual's yearly renewal. The Board of Education must be notified of an employee's intention to seek office no later than July 1st, preceding the September in which such leave is to begin.
- H. A leave of absence without pay up to two (2) years may be granted to any tenured employee who joins the Peace Corps, VISTA, National Teacher Corps or serves as an exchange

teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fullbright Scholarship. The total number of employees may not exceed one (1) person per number of schools in the district.

- I. Upon return from leave granted pursuant to the preceding sections, the employee shall be placed on the salary schedule at the next step or level providing the employee has completed five (5) months of the year in which the leave was granted. All adjustments to the salary guide for this step or level shall be provided to the employee but he/she shall not advance additional steps on the salary guide while he/she is on his/her leave of absence. Time spent on such leave shall not count toward fulfillment of time requirements for acquiring tenure.

ARTICLE 14

REIMBURSEMENT FOR MILEAGE EXPENSES

- A. Administrators shall be required to use their private vehicles for transportation in the completion of their duties and responsibilities. Mileage reimbursement expenses will be granted in accordance with the rate established by the IRS.
- B. All requests for mileage reimbursement must be submitted on the appropriate forms specified by the Superintendent of Schools. Reimbursement for tolls and parking fees must be accompanied by receipts.

ARTICLE 15

PROTECTION OF PRINCIPALS, STUDENTS AND PROPERTY

Administrators and students shall be protected according to present statutes and law, including but not limited to:

- A. Corporal Punishment of Pupils
- Refer to NJS 18A:6-1.
- B. Indemnity of Officers and Employees Against Civil Actions
- Refer to NJS 18A:16-6.
- C. Indemnity of Officers and Employees in Certain Criminal Actions
- Refer to NJS 18A:16-6.1

Administrators shall immediately report cases of assault suffered by them in connection with their employment to the Superintendent of Schools.

ARTICLE 16

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society, administrators must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of administrators and performance and attitudes. The Board and the Association support the principle of continuing training of administrators and the improvement of instruction.
- B. 1. The Board of Education shall reimburse administrators for tuition fees incurred up to the amount set forth in paragraph 3 below during any year. Courses must be directly related to the administrator's field of endeavor and must receive prior approval of the Superintendent of Schools for consideration under this plan. One (1) course per semester may be taken outside of the field of endeavor and will be eligible for reimbursement, but this course must be in the elementary education area. Courses taken without prior approval shall be disallowed.
2. To be eligible for approval, course work shall be at the graduate level (providing these graduate courses are not to be used for certification purposes) Upon successful completion of the course with a grade of "B" or better, a transcript and receipts for tuition paid shall be submitted to the Superintendent.
3. Reimbursement shall be made for the actual cost of tuition, not to exceed the average tuition cost of two 3 credit graduate level courses at Rutgers University. Payment shall be made before the end of October of the next school year. In the event an administrator leaves the district prior to the completion of the next school year due to a leave of absence, resignation or dismissal, the amount of reimbursement made shall be deducted from the administrator's final pay.

ARTICLE 17

MISCELLANEOUS PROVISIONS

- A. This agreement constitutes Board Policy for the term of said Agreement and the Board shall carry out commitments contained herein and give them full force and effect as Board Policy.
- B. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other revisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual principal, heretofore or hereafter executed, shall be subject to and consistent with this Agreement. This Agreement, during its duration, shall not be controlling.

- D. Copies of this Agreement shall be printed and a per copy cost shall be determined. The Administrators' Association will reimburse the Board of Education for the number of copies required by the Association. Copies of this Agreement will be signed and presented to all principals now employed, hereinafter employed, or considered for employment by the Board.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
1. If by Association, to: Board of Education
53 Central Parkway
Bayville, NJ 08721
 2. If by Board, to: Administrator's Association
Berkeley Township Elementary School
10 Emory Avenue
Bayville, NJ 08721

ARTICLE 18

DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2012, subject to the Association's right to negotiate over a successor Agreement as provided in Article 2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, and attested by the Board Secretary and the Board has placed its corporate seal to be placed hereon to take effect on the date and year first written above.

**BERKELEY TOWNSHIP
ADMINISTRATORS' ASSOCIATION**

By: James O. Roselli
James Roselli, President

By: Jeffery S. Zito
Jeffery Zito, Vice President

**BERKELEY TOWNSHIP
BOARD OF EDUCATION**

By: Robert Martino
Robert Martino, President

By: Laura Venter
Laura Venter, Bus. Admin/Board Secty.

Dated: April, 2008