

**AGREEMENT**

**Between**

**ADMINISTRATIVE OFFICE STAFF**

**And The**

**BERKELEY TOWNSHIP BOARD OF EDUCATION**

**JULY 1, 2008**

**TO**

**JUNE 30, 2012**

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## PREAMBLE

This Agreement is entered into this first (1<sup>st</sup>) day of July 2008 by and between the **BOARD OF EDUCATION OF BERKELEY TOWNSHIP**, New Jersey, hereinafter called the "Board" and the **BERKELEY TOWNSHIP SCHOOLS' ADMINISTRATIVE OFFICE STAFF**, hereinafter called the "Administrative Office Staff".

## **ARTICLE I**

### RECOGNITION

1. The Berkeley Township Board of Education hereby recognizes the Berkeley Township Administrative Office Staff as the exclusive representative for collective negotiations concerning the terms and conditions of employment for themselves. This Agreement and recognition shall apply to the Central Administrative Office Staff in the following job titles only and exclude all other employees.
2. Unless otherwise indicated, the term "secretary" and "employee" when hereinafter used in this Agreement shall refer to the Administrative Office Staff. Whenever the term "Board" is used hereinafter in this Agreement, it shall refer to the Board of Education.

Administrative Secretary  
Principal Clerk Typist/Stenographer  
Principal Clerk Typist  
Senior Payroll Clerk  
Senior Account Clerks  
Clerk Typists  
Clerk

## **ARTICLE 2**

### NEGOTIATION PROCEDURE

1. 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 the Administrative Office Staff's employment. Such negotiations shall begin not later than October first (1st) of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to the Administrative Office Staff, be reduced to writing, be signed by the Board and the Administrative Office Staff, and be adopted as policy by the Board.
2. During negotiations, the Board and the Administrative Office Staff shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Administrative Office Staff for inspection all pertinent records, data and information of the Berkeley Township School District that fall within the public domain.

3. Neither party in any negotiations shall have any control over the selection of the negotiating representative(s) of the other party. The parties mutually pledge that their representative(s) shall be clothed with the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.
4. Except as this Agreement shall hereinafter otherwise provide, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Administrative Office Staff before they are established.
5. The Board agrees not to negotiate concerning the Administrative Office Staff's terms and conditions of employment with any organization or individual other than the Administrative Office Staff for the duration of this Agreement.
6. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. 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.
7. 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

#### A. GRIEVANCE PROCEDURE

A grievance shall mean a complaint by the Administrative Office Staff or the representative of the Administrative Office Staff that there has been a misinterpretation, misapplication, or violation of policies, agreements, or administrative decisions effects the Administrative Office Staff as they relate to this Contract. With respect to their grievances, they 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 a 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.

1. If the Administrative Office Staff has a grievance, he/she shall discuss it first with the immediate supervisor in an attempt to resolve the matter informally at this level.
2. If, as a result of this discussion, the matter is not resolved to the satisfaction of the Administrative Office Staff within five (5) work days, he/she may set forth his/her complaint in writing to the Superintendent. This letter shall contain a request for a meeting with the Superintendent within five (5) work days after the receipt of the complaint. The Administrative Office Staff may request representation at this meeting by any person of their choosing. Following this meeting, the Superintendent shall communicate his decision to the Administrative Office Staff in writing within three (3) work days. If a formal, written grievance is not presented by the aggrieved party within a

period of twenty-five (25) work days after the misinterpretation, misapplication, or violation of policies, agreements, or administrative decision, then the grievance shall be disallowed.

3. If the grievance is not resolved to the Administrative Office Staff's satisfaction, they may request a review by the Board of Education. The request for review shall be submitted in writing to the Superintendent who shall attach all related papers and forward the request to the Board of Education. The Board of Education shall, before the next regular board meeting, or within fifteen (15) days of receipt of the request, review the grievance, hold a hearing with the Administrative Office Staff, if requested, and render a decision as quickly as possible, but within a period not to exceed thirty (30) calendar days. At any meeting with the Board, the Administrative Office Staff may be represented by any person of their choosing, but they must attend with the representative of their choosing.
4. If the Administrative Office Staff is not satisfied with the disposition of their grievance by the Board of Education, they may, within five (5) work days after a decision by the Board, inform the Board in writing that they are submitting their grievance to arbitration.

Within ten (10) work days after such written notice of submission to arbitration, the Board and the Administrative Office Staff 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 within the specified 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 the selection of an arbitrator.

The arbitrator so selected shall confer with the representatives of the Board and the Administrative Office Staff and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing 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 a violation of this Agreement. The decision of the arbitrator shall be submitted to the Board and to the Administrative Office Staff and shall be advisory on both parties.

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 by the Board and the Administrative Office Staff. Any other expenses incurred shall be paid by the party incurring same.

B.

#### MISCELLANEOUS

1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Administrative Office Staff and given appropriate distribution so as to facilitate operation of the grievance procedure.

2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.
3. The Administrative Office Staff shall not be excused from performance of duty until the grievance be fully determined and resolved.

## ARTICLE 4

### COMPLAINT PROCEDURE

1. Statement of Purpose:

To provide procedures for the investigation of a complaint involving an Administrative Office Staff member.

2. Procedural Steps:

- A. STEP ONE: The Administrative Office Staff Member and complainant must confer at this step to attempt to resolve any and all complaints. Any unresolved complaints will then be processed through Step Two.
- B. STEP TWO: Any complaint unresolved under Step One will be reviewed by the immediate supervisor in an attempt to resolve the matter to the satisfaction of all parties concerned. If the matter still remains unresolved, it will be processed under Step Three.
- C. STEP THREE: Any complaint unresolved at Step Two must be submitted in writing within five (5) days by the complainant to the immediate supervisor who shall forthwith forward a copy to the Superintendent and to the Administrative Office Staff member involved.
- D. STEP FOUR: Upon receipt of the written complaint, the Superintendent will confer with all parties either individually or as a group and with their representatives. When the Superintendent, the Administrative Office Staff member and the complainant meet as a group, the Administrative Office Staff member has the right to be represented by any individual of the Administrative Office Staff member's choosing. The Administrative Office Staff member must be present at all meetings that the representative is speaking on behalf of, or for, the Administrative Office Staff member.
- E. 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 recommendations, in writing, to the Board of Education, and a copy to all parties concerned.

- F. **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 by any representative of the parties choosing.
  - G. **STEP SEVEN:** Copies of the action taken by the Board of Education shall be forwarded to all parties.
3. If the Administrative Office Staff member is not satisfied with the disposition of their grievance at Level Seven, or if no decision has been rendered within five (5) work days after presentation to the Board, they may file it under the Grievance Procedure at the appropriate level.

## **ARTICLE 5**

### **RIGHTS OF ADMINISTRATIVE OFFICE STAFF**

- 1. Consistent with Chapter 303, P.L. 1968, the Board has recognized the Administrative Staff as a separate negotiating unit.
- 2. Nothing contained herein shall be construed to deny or restrict the Administrative Office Staff of such rights as they may have under Civil Service or any other applicable laws and regulations. The rights granted to the Administrative Office Staff hereunder shall be deemed to be in addition to those provided elsewhere.
- 3. The Administrative Office Staff shall not be formally disciplined, formally reprimanded, 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.
- 4. Any criticism by the Administrative Office Staff of colleagues, fellow workers, other employees, pupils, parents, individual administrators, or board members shall be made in confidence and not in the presence of pupils, parents, other employees, or at public gatherings.
- 5. Whenever the Administrative Office Staff is scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences, meetings, they shall suffer no loss of pay.
- 6. Representatives of the Administrative Office Staff shall be permitted to transact official business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- 7. The Administrative Office Staff and their representatives shall have the rights to use school buildings at all reasonable hours for meetings. The principal of the school building in question shall be notified in advance of the time and place of all such

- meetings. Approval shall be required in accordance with approved current Board Policy.
8. The Administrative Office Staff shall have the right to use school facilities and all office equipment and supplies at reasonable times when such equipment is not otherwise in use.
  9. When available, the Administrative Office Staff 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.
  10. The rights and privileges of the Administrative Office Staff as set forth in this Agreement shall be granted only to the Administrative Office Staff as the exclusive representative of their negotiations and to no other organization or individual.

## **ARTICLE 6**

### **SALARY POLICY**

#### **PURPOSE:**

This salary policy and schedule have been adopted to secure and retain an adequately prepared and competent Administrative Office Staff. It is also designed to keep staff members and Board of Education informed of possible benefits under this salary policy.

#### **A. APPLICATION:**

1. This is a policy and schedule for the Administrative Office Staff and the Board of Education.
2. Increments are not automatic. All increments shall be granted only upon the recommendation of the Superintendent of Schools and the approval of the Board of Education.
3. This salary policy and schedule may be changed, amended or revised through negotiations.

#### **B. POLICY PRINCIPLES:**

1. Members of the Administration Office Staff will be excluded from Salary/Vacation changes made by/for members of the BTEA/BTAA Contract.
2. The Administrative Office Staff may individually elect to have part of their monthly salary deducted from their pay and deposited in First Financial Federal Credit Union.
3. The Administrative Office Staff shall be employed and paid on a twelve (12) month basis with the exception of a contracted 10 month employee.
4. The Administrative Office Staff shall be employed and paid for the duration of this



Contract Agreement in accordance with the salary schedule set forth below:

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Staff Member #1	\$14,711.00	\$15,735.00	\$16,567.00	\$17,333.00
Staff Member #2	\$39,147.00	\$41,248.00	\$42,954.00	\$44,526.00
Staff Member #3	\$36,141.00	\$38,242.00	\$39,948.00	\$41,520.00
Staff Member #4	\$40,088.00	\$42,189.00	\$43,895.00	\$45,467.00
Staff Member #5	\$49,750.00	\$52,188.00	\$54,223.00	\$56,121.00
Staff Member #6	\$39,030.00	\$41,131.00	\$42,837.00	\$44,409.00
Staff Member #7	\$18,143.00	\$19,533.00	\$20,662.00	\$21,701.00
Staff Member #8	\$64,161.00	\$65,661.00	\$67,161.00	\$68,661.00

After 5 years of continuous service, employees shall receive \$300.00.

After 10 years of continuous service, employees shall receive \$400.00 in addition to the previous \$300.

After 15 years of continuous service, employees shall receive \$400.00 in addition to the previous \$700.

After 20 years of continuous service, employees shall receive \$400.00 in addition to the previous \$1,100.

5. All members of the unit may elect to receive one (1) week's pay in lieu of one (1) week's vacation per year based on 240 days.
6. Attendance by any Administrative Office Staff Member(s) at a Board Meeting in a professional capacity shall have a two (2) hour overtime minimum should the meeting be less than 2 hours.

## ARTICLE 7

### HEALTH INSURANCE

1. Fully paid health and prescription insurance benefits coverage will be provided by the carrier determined by the Board and will be changed from those previously offered to as follows:
  - A. Dental cap is \$650.00;
  - B. Prescription Plan co-pay shall be:  
\$15.00 Brand name, \$10.00 Generic, \$0.00 Mail In.
2. Any additional medical fringe benefits granted to the teaching staff will also be granted to Administrative Office Staff employees.

## ARTICLE 8

### SICK LEAVE

1. The Administrative Office Staff, with permanent status, shall be credited with fifteen (15) days each year; contracted part-time employees' sick days will be pro-rated. New hires are to receive pro-rated sick days (15 days ÷ 12 months X number of months).
2. If the Administrative Office Staff is unable to report to work because of illness or for personal reasons, he/she must notify the designated secretary in his/her respective office, or the Superintendent of Schools, according to the instructions of the Superintendent of Schools.
3. For the purpose of this Agreement sick leave is hereby defined to mean the absence from his/her post of duty, of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his/her immediate household. (NJSA 11:1 et. seq.)

Civil Service - Proper Use of Sick Leave: "Sick leave is primarily to continue your salary when you are unable to perform your duties. It must not be used for personal business, vacation, to go to a ball game, or shopping, etc. When sick leave is so improperly used, the employee is guilty of fraud against the appointing authority and is subject to disciplinary measures which could result in his/her removal."

4. All days of allowable sick leave not utilized in any year shall be accumulative to be used as additional sick leave in subsequent years.
5. "In cases of sick leave claimed, a Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education in order to obtain sick leave." (NJSA 11:1 et. seq.) The Board of Education has invested this right to the Superintendent of Schools to use at his/her discretion if and when the need arises.
6. Upon the recommendation of the Superintendent of Schools and approval of the Board of Education, when the absence of an Administrative Office Staff member, for reasons of illness or injury exceeds the annual days allowed and the accumulated days of sick leave, the Administrative Office Staff member with more than four (4) years of continuous employment in the district shall be eligible to twenty (20) additional days at a salary less the pay of a substitute, and the Administrative Office Staff member with four (4) years or less shall be eligible to ten (10) additional days at a salary less the pay of a substitute.

To be eligible for reimbursement under the provisions outlined for extended sick leave, the extension of sick leave shall be requested of the Superintendent of Schools, in writing, no later than five (5) working days after the Administrative Office Staff member returns to active duty.

7. For full-time Administrative Office Staff employees, a day's salary is defined as eight (8) hours per day times the hourly rate of the individual.

8. "Whenever any employee, entitled to sick leave under this chapter is absent from her post duty as a result of a personal injury caused by an accident arising out of and in the course of his/her employment, his/her employee shall pay to such employee the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections NJSA 11:1 et. seq. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 or Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award for temporary disability." (Payment of Sick Leave for Service Connected Disability - NJSA 11:1 et. seq.)
- 9a. Effective July 1, 1995, there shall be payment for accumulated sick leave upon separation after ten (10) years of service. The Board shall pay for unused accumulated sick days at the rate of \$50.00 per day (\$15,000.00 maximum). After 25 years of service, payment will be made in accordance with 10 A.
- 9b. The employee or his/her Estate shall have the option of receiving said monies in no more than two (2) payments to be made not longer than one (1) year from retirement, death, or permanent disability.

10. Sick Leave Payment

- A. The following addition would apply to those individuals who submit written notice of retirement through December 31<sup>st</sup>.

Sick leave payment of 1 for 2 (50%) of accumulated sick days at the per diem rate up to a total of 200 days will be granted within the following guidelines. Payment will be granted to employees who submit written notification to the Superintendent of Schools by:

- a. December 31, 2008 for retirement on or before June 30, 2009 - \$25,000.00
  - b. December 31, 2009 for retirement on or before June 30, 2010 - \$20,000.00
  - c. December 31, 2010 for retirement on or before June 30, 2011 - \$15,000.00
  - d. December 31, 2011 for retirement on or before June 30, 2012 - \$15,000.00
- B. Full payment will be made on January 15<sup>th</sup> of the calendar year immediately following retirement.

**ARTICLE 9**

**TEMPORARY LEAVES OF ABSENCE**

I. PERSONAL LEAVE:

- A. The provisions for personal leave at full pay stated below shall be for one (1) year and unused days shall be converted to and accumulated as sick days.

- B. An allowance of up to three (3) days total leave with prior approval of the Superintendent of Schools for any one or combination of the following shall be granted for:
- (1) Observation of religious holidays where said observance prevents the employee from working on said days.
  - (2) In the event of the death of an employee's friend or relative outside the employee's immediate family.
  - (3) Court Subpoena
- C. An allowance of a maximum of three (3) days in any school year shall be granted with or without pay for emergency reasons. The definition of emergency shall mean a situation that cannot be foreseen or planned for in advance. The granting of emergency requests with or without pay shall be a matter of discretion of the Superintendent of Schools.
- D. In the event of the death of a fellow employee, teacher, or student, in the Berkeley Township School district, the Superintendent of Schools may grant permission to the Administrative Office Staff member(s) to attend the funeral services.

2. DEATH IN IMMEDIATE FAMILY:

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

3. VISITATIONS AND WORKSHOPS:

Leave may be granted on the recommendation and authorization of the Superintendent of Schools and limited to attendance and participation at meetings, conferences, workshops, seminars, and visitations to other school systems, as many as deemed necessary by the immediate Supervisor or Superintendent of Schools. A complete report describing the activity shall be filed with the Superintendent of Schools.

## ARTICLE 10

### EXTENDED LEAVES OF ABSENCE

1. MILITARY SERVICE:

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

2. MATERNITY LEAVE:

Employees may apply to the Superintendent of Schools for a leave of absence without pay and shall be granted that leave of absence without pay by the Board of Education at any time before the expected date of birth under the following conditions:

- A. An employee with less than three (3) years of working experience in the Berkeley Township School District shall be granted a leave of absence for the remainder of the current school year in which the leave is requested.
- B. An employee with more than three (3) years of consecutive experience in the Berkeley Township School District shall be granted a leave of absence for the remainder of the current school year in which the leave is requested and for one (1) additional school year immediately thereafter. This extension for one (1) 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 leave began.
- C. No employee shall be barred from returning to work after the birth of her child solely on the grounds that there has not been enough time lapse between that birth and her desired date of return.
- D. Employees shall not be removed from their work duties during pregnancy except for one of the following reasons:
  - 1. The Board of Education, through the advice of its administrators, has found that work performance has noticeably declined.
  - 2. The pregnant employee cannot produce a monthly certificate from her physician indicating she is medically able to continue working.
  - 3. The Board's physician and the employee's physician agree that she cannot continue working. (If there is a difference of medical opinion between the Board's physician and the employee's physician, then the two physicians shall agree in good faith that a third impartial physician shall examine the employee and render a medical opinion concerning the issue of medical capacity or incapacity to continue working.)
- E. If an employee decides not to return from a maternity leave of absence, she shall notify the Superintendent by giving written notice of resignation at least ninety (90) days before the leave expires.

3. LEAVES FOR ADOPTING CHILDREN:

Any employee adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for adoption. No employee on this type of leave (Leaves for Adopting

Children) shall, on the basis of said leave, be denied the opportunity to substitute in the Berkeley Township School District in the area of competence.

## ARTICLE 11

### MISCELLANEOUS PROVISIONS AS RELATED TO LEAVE

1. All benefits to which an Administrative Office Staff employee was entitled at the time the leave of absence commenced, including unused accumulated sick leave, shall be restored to her/him upon her return, and she/he shall be assigned the same or equivalent position which she held at the time said leave commenced.
2. All requests for extensions or renewals of extended leaves of absence shall be applied for in writing through the Office of the Superintendent of Schools.
3. Full deductions from an Administrative Office Staff employee's salary shall be made when absence occurs for reasons not consistent with this contract. Such decisions shall be made by the Superintendent of Schools.
4. Other extended leaves of absence without pay may be granted by the Board of Education upon the recommendation of the Superintendent of Schools.

## ARTICLE 12

### EMPLOYMENT HOURS, WORK YEAR AND WORK CALENDAR

1. The services of the Administrative Office Staff shall be available to the Berkeley Township School District for the contract period from July 1 through June 30. The Administrative Office Staff may be expected to spend time each year in conferences, workshops, in-services or meetings which are designed for orientation purposes or for implementation and improvement of his/her skills.
2. The daily work day shall consist of eight (8) hours including an uninterrupted sixty (60) minute lunch hour. Work hours are: 8:00 am - 4:00 pm unless otherwise contracted. Summer hours are: Monday to Thursday 8:00 am - 3:00 pm (½ hour lunch) and Fridays 8:00 am - 2:00 pm (½ hour lunch); said summer hours shall begin on the second day after students and teachers leave for summer break and continue until five (5) business days before school begins.
3. The Administrative Office Staff shall follow the school calendar. When school is closed for emergency reasons and during holiday recesses, the Administrative Office Staff shall be considered on a "stand-by" basis and may be required to work if the immediate Supervisor and/or Superintendent so requests.
- 4a. The Administrative Office Staff shall be eligible for twenty (20) paid vacation days per

year. Vacation days may be accumulative only as outlined under New Jersey Dept. of Civil Service Regulations. Upon death, payment to estate (N.J.S.A.11:24A-1.2).

4b. Employees hired after 7/1/99 shall receive vacation days as follows:

- \* New Hires.....1 day per month
- \* After 1 full year.....12 Vacation Days
- \* After 2 full years.....15 Vacation Days
- \* After 5 full years.....20 Vacation Days

### ARTICLE 13

#### MISCELLANEOUS ITEMS OF AGREEMENT

1. This Agreement constitutes Board Policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
2. If any provision of this Agreement or any application of this Agreement to the Administrative Office Staff is held to be contrary to law, then such provision 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.
3. Any individual contract between the Board and the Administrative Office Staff, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
4. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

If by Administrative Office Staff    - TO: Board of Education  
Administration Bldg.  
53 Central Parkway  
Bayville, NJ 08721

If by Board of Education                - TO: Administrative Office Staff  
Administration Bldg.  
53 Central Parkway  
Bayville, NJ 08721

## ARTICLE 14

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT** **NON-INSTRUCTIONAL PERSONNEL**

#### 1. **PURPOSE:**

In our rapidly changing society, employees must constantly be aware of revisions in the technological skills for which they are employed. The Board of Education recognizes that it shares with its Administrative Office Staff certain responsibility for the upgrading and updating of performance and attitudes. The Board of Education and the non-instructional staff negotiating units support the principle of continuing education and improvement of skills.

#### 2. **IN-SERVICE TRAINING TUITION COSTS:**

- A. The Board of Education shall reimburse Administrative Office Staff employees for tuition fees incurred up to the amount of \$1,000 during any school year. Courses must be directly related to the area of employment and must receive prior approval from the Superintendent of Schools. Courses taken without prior approval shall be disallowed.
- B. To be eligible for approval, one must maintain a grade of "B" or better. Upon completion of the course with a grade of "B" or better, a transcript and receipts for tuition paid shall be submitted to the Superintendent.
- C. Reimbursement shall be made for the actual costs of tuition not to exceed the \$1,000 before the end of October of the next school year. In the event an employee leaves the district prior to the completion of the next school year due to leave of absence, resignation or dismissal, the amount of reimbursement shall be deducted from the employee's final pay.
- D. The conditions of this article shall not take effect until after an Administrative Office Staff employee has completed one full year of work in the Berkeley Township School District.

#### 3. **SALARY CREDITS:**

For each three (3) credits of approved course work which has been completed with a grade of "B" or better, a ten (10) cents per hour increase shall be made to the employee's salary as soon as proof is presented to the Superintendent of Schools that all requirements have been met.

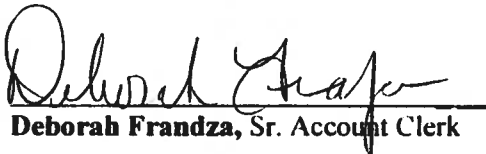


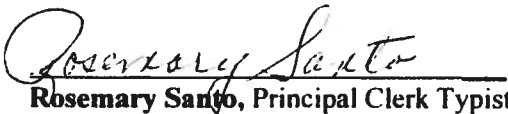
**ARTICLE 15**

**DURATION OF AGREEMENT**

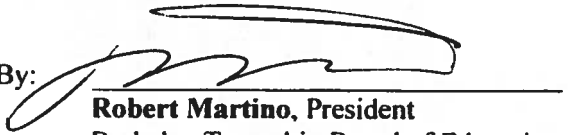
- A. This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2012, subject to the Administrative Office Staff's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the Administrative Office Staff has caused this Agreement to be signed by themselves and the Board has caused this Agreement to be signed by its President, attested by the Board of Education Business Administrator/Board Secretary, and its corporate seal to be placed hereon, all on the date and year first written above.


**ADMINISTRATIVE OFFICE STAFF:**


By:   
**Deborah Frandza, Sr. Account Clerk**

By:   
**Rosemary Santo, Principal Clerk Typist**

**BERKELEY TOWNSHIP BOARD OF EDUCATION:**

By:   
**Robert Martino, President**  
Berkeley Township Board of Education

By:   
**Laura Venter, CPA**  
Business Administrator/Board Secty.

  
**Joseph H. Vicari, Superintendent**  
Berkeley Township School District

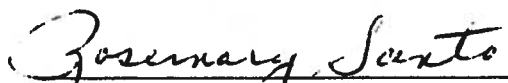
Dated: April, 2008

## ADDENDUM

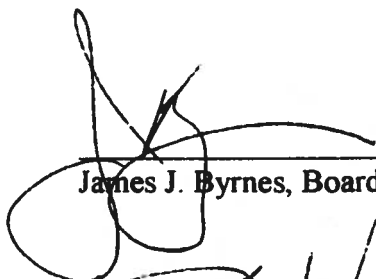
Change in status for staff member #7, from part-time to full-time effective April 1, 2010 through June 30, 2010:


Annual salary	\$34,560 (prorated)
2010 - 2011	\$35,908
2011 - 2012	\$37,165

Dated: March 22, 2010

  
\_\_\_\_\_  
Rosemary Santo, Principal Clerk Typist

  
\_\_\_\_\_  
Carol Stalowski, Senior Clerk Typist

  
\_\_\_\_\_  
James J. Byrnes, Board President

  
\_\_\_\_\_  
Laura Venter, Business Admin/Board Secy.

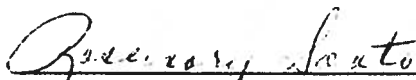
## ADDENDUM

Change in salary for staff member #3, effective January 1, 2010 through June 30, 2010:

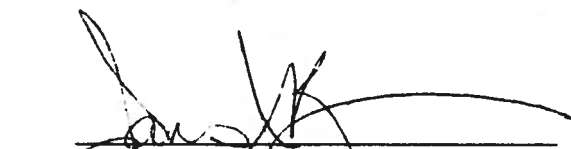
Annual salary	\$47,000 (prorated)
2010 - 2011	\$48,833
2011 - 2012	\$50,542

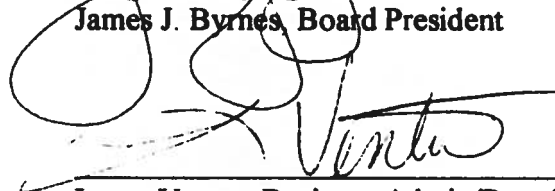
Post graduate course reimbursement: one class per year equal to Rutgers' rate for three credit post graduate course.

Dated: December 17, 2010

  
\_\_\_\_\_  
Rosemary Santo, Principal Clerk Typist

  
\_\_\_\_\_  
Erin Hill, Account Clerk

  
\_\_\_\_\_  
James J. Byrnes, Board President

  
\_\_\_\_\_  
Laura Venter, Business Admin/Board Secy.