

AGREEMENT BETWEEN
THE BLACK HORSE PIKE
REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION
AND
THE BLACK HORSE PIKE
ADMINISTRATORS ASSOCIATION

July 1, 2018 – June 30, 2021

PREAMBLE

The parties to this Agreement are the Board of Education of the Black Horse Pike Regional School District, hereinafter called the "Board," and the Black Horse Pike Administrators Association, hereinafter known as the "Association."

The parties have reached certain understandings which they desire to confirm in this Agreement; therefore, in consideration of those mutual covenants, it is hereby agreed as follows:

ARTICLE I: RECOGNITION

A. DEFINITION OF THE UNIT

The Board recognizes the Administrators Association as the exclusive representative for the unit described herein for the purposes of collective negotiations with respect to grievances and terms and conditions of employment. The Administrators Association unit shall consist of the professional staff employees who hold the positions of principal and vice principal.

The Board agrees not to negotiate concerning administrators in the unit defined above with any organization or individual other than the Administrators Association for the duration of this agreement.

B. DEFINITION OF EMPLOYEE OR ADMINISTRATOR

Unless otherwise indicated, the term "employee" or "administrator" when used in this agreement shall refer to all employees represented by the Administrators Association as defined in Section A of this article.

ARTICLE II: ASSOCIATION AND MEMBERS' RIGHTS AND PRIVILEGES

A. ASSOCIATION

1. The Association shall have the right to meet on school premises upon seeking and receiving prior approval from the Superintendent
2. The Association and its members may use mailboxes and interschool mail to communicate with the membership, except that State statutes and Board policies prohibiting the distribution of campaign materials related to national, State, municipal, county, and School Board elections must be strictly followed.
3. The Administrators Association agrees to reimburse the Board for actual cost of School District supplies used for Association business.
4. The Board will consider suggestions of the Association relative to the school calendar. The Board reserves unto itself the right to establish the school calendar. Association calendar suggestions must be filed with the superintendent by February 1 of the preceding school year to be considered.

B. MEMBERS

1. When an administrator is required to appear before the principal, superintendent, the Board or a committee of the Board concerning a matter which could adversely affect continuation of that administrator in his/her office, position, or employment, including a verbal reprimand, or the salary or any increments pertaining thereto, the administrator shall be given prior written notice of the reason(s) for meeting and shall be entitled to have a representative present to advise him/her.
2. Adverse or positive written communication regarding the performance of an administrator by a superior, parent, pupil, student teacher, or another person will be called to the attention of the administrator within ten calendar days of its receipt, except during school closing periods of two or more days and emergency closing days which shall not toll at all.
3. The Board shall communicate planned administrative force reductions to the Administrators Association at least 60 days prior to implementation. Discussions on the topic may be requested by either party.
4. If a complaint regarding an administrator is made by an outside person and such complaint necessitates a formal hearing with the Board of Education, then the administrator involved shall have the right to be represented at the hearing.
5. No derogatory material shall be placed in the administrator's file unless the administrator has been given the opportunity to read and rebut same.
6. Upon request, an administrator will be afforded the opportunity to inspect, with the exception of pre-employment information, his or her personnel file in the presence of the Superintendent or his or her designee. After the review, the administrator may have a copy of file materials available for inspection at his or her expense. There shall only be one file.

C. SUPERINTENDENT'S LIAISON COMMITTEE

The Association will select a committee of up to four (4) members which will meet periodically during the school year with the Superintendent and others designated by the Superintendent to discuss and review matters of interest and concern to the Association and the Superintendent.

1. Each party may bring additional persons to liaison meetings.
2. The meeting dates, times and sites will be by mutual agreement.
3. An agenda shall be established prior to the meeting and communicated to participants at least 24 hours in advance. The agenda will be decided by consultation between the Superintendent and an Association designee. Other items may be discussed by mutual agreement of those in attendance at a particular meeting.
4. Matters which could be discussed and treated at the level of the building principal may not be discussed at a Superintendent's liaison meeting until a discussion has taken place with the building principal.

D. LEAVE FOR ASSOCIATION BUSINESS

Two (2) days shall be available to the Association annually, at the discretion of the President of the Association, to be utilized for Association business. These days must have prior administrative approval, which shall not unreasonably be denied.

ARTICLE III: GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a complaint by the Administrators Association alleging misinterpretation, misapplication or violation of the Agreement, Board policy New Jersey Administrative Code or New Jersey Statutes.
2. An "aggrieved person" or the "aggrieved" is an administrator or group or administrators making the claim and/or filing the formal grievance.
3. The "respondent" is the person or group of persons against whom the claim is made.

B. EFFORTS TO RESOLVE INFORMALLY

1. Nothing in this article or this agreement shall be construed to limit the right of an individual administrator, a group of administrators, officers of the Administrators Association, or a representative of the Administrators Association to discuss any and all matters of school or Association business with an administrator or the superintendent.
2. A formal written grievance may not be filed until the aggrieved has attempted to resolve the complaint through informal discussion with the respondent.

C. FILING PROCEDURE

1. A written grievance must be filed within 20 calendar days of the alleged occurrence. The standard form for filing grievances is attached to this agreement as Schedule A.
2. Incomplete grievance forms may be returned to the Administrators Association for required data. The superintendent's time deadline to respond shall not begin to toll until the incomplete form is returned. A grievance form may not be returned to the Association more than one time at each level.
3. Once the grievance has been defined by the Association on the initial form, it shall remain firm for the duration of the process. The Administrators Association may present additional information for consideration if such information was not available to the Association when the original grievance was filed.

D. REPRESENTATION AT INFORMAL DISCUSSIONS

During informal meetings to discuss grievances, the Association, the respondent, and the superintendent shall be entitled to invite attendees of their choice, except that representation shall be limited to two persons each. This provision can be waived only by mutual agreement.

E. LEVEL ONE: PRINCIPAL

1. Initial grievances vice-principals have with a principal or principals must be filed with the principal. Grievances of the principals may be taken directly to the superintendent at Level two.
2. Grievances must be stated in writing on the form attached as Schedule A and shall make known full details of the grievance. The complaint shall specify:
 - a. The nature and date of the alleged occurrence in reasonable detail, indicating portions of the Agreement, Board Policy, Administrative Code or New Jersey Statute alleged to have been misinterpreted, misapplied or violated;
 - b. the nature and extent of any injury, loss or inconvenience;
 - c. the results of informal discussions;
 - d. why grievant was dissatisfied with the decision rendered; and
 - e. expected relief, corrective action or alternatives thereof.
3. The principal may convene a discussion session with the aggrieved and respondent, if deemed necessary to arrive at further understanding of the matter, to conduct fact-finding, or to arrive at a mutually satisfactory settlement of the problem. Such a session must be convened within seven working days of receipt of the written grievance. Whether or not an informal session is convened, the principal must respond in writing to the complaint within ten working days.
4. In a response to a given grievance, the principal may not countermand directives given by the superintendent or the Assistant.

F. LEVEL TWO: SUPERINTENDENT

If the grievance has not been resolved satisfactorily at Level One, the Administrators Association may appeal directly to the Superintendent within seven working days after receipt of the principal's written response. The written appeal shall be directed to the Superintendent.

1. Initial grievances with the Board, superintendent or a member of the District Office staff may be filed directly with the superintendent.
2. Grievances must be stated in writing on the form attached as Schedule A and shall make known full details of the grievance. The complaint shall specify:
 - a. the nature and date of the alleged occurrence in reasonable detail, indicating portions of the Agreement, Board Policy, Administrative Code or New Jersey Statute alleged to have been misinterpreted, misapplied or violated;
 - b. the nature and extent of any injury, loss or inconvenience;
 - c. the results of informal discussions;
 - d. why grievant was dissatisfied with the decision rendered; and
 - e. expected relief, corrective action or alternatives thereof.
3. The superintendent may convene a discussion session with the aggrieved and respondent, if deemed necessary to arrive at further understanding of the matter, to conduct fact-finding, or to arrive at a mutually satisfactory settlement of the problem. Such a session must be convened within seven working days of receipt of the written grievance. Whether or not an informal session is convened, the superintendent must respond in writing to the complaint within ten working days.

G. LEVEL THREE: BOARD OF EDUCATION

If the grievance has not been resolved satisfactorily at Level Two, the Administrators Association may appeal directly to the Board of Education within seven working days after receipt of the superintendent's written response. The written appeal shall be directed to the board secretary/business administrator.

1. The appeal may be stated on the established grievance form and any necessary attachments. The appeal must state specifically why the superintendent's response is not satisfactory. The appeal may offer alternative solutions.
2. The Board President shall arrange to conduct an informal discussion on the matter at the next regular workshop session of the Board, provided the grievance appeal reaches the board secretary/business administrator at least five working days prior to that meeting. The Board, the superintendent, assistant superintendent, the respondent, and the grievant shall be invited to attend the informal discussion session.
3. The written decision of the Board shall be delivered to the parties within five working days after the next regular monthly meeting of the Board following the

workshop session at which the informal discussion took place. The decision of the Board of Education shall be final.

H. LEVEL FOUR: ADVISORY ARBITRATION AND OTHER TRIBUNALS

If the grievance remains unresolved at Level Three, the Administrator's Association may seek the following avenues of appeal:

1. Disputes growing out of application of Administrative Code or Statutes shall be submitted to the Commissioner of Education, the courts, or another appropriate judicial or quasi-judicial tribunal. Such matters shall be precluded from arbitration.
2. The decision of the Board shall be final and binding on all matters relating to policies of the Board and administrative decision affecting administrators, except where law allows appeal to the Commissioner, the Courts, or the Public Employment Relations Commission.
3. Unresolved grievances concerning terms and conditions of employment which are embodied in New Jersey Statutes or Administrative Code may be submitted to the Commissioner, the Courts or to the Public Employment Relations Commission.
4. For matters growing out of interpretation of this agreement, the Administrator's Association may seek a third party opinion in the form of voluntary advisory arbitration.
 - a. Within ten working days after receiving the written decision of the Board, the Administrator's Association may file a written request with the Board Secretary/Business Administrator to appoint an arbitrator through the auspices of the American Arbitration Association.
 - b. Thereafter, the matter shall be processed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
 - c. The arbitrator will not have jurisdiction to determine arbitrability of the issues but rather the arbitrability will be determined by the appropriate judicial or quasi judicial tribunal.
 - d. The arbitrator will be limited to consideration of only the issues submitted and can add nothing to or subtract anything from the Agreement of the parties.
 - e. The written decision of the arbitrator will be advisory only. The parties may disregard or adopt all or parts of the arbitrator's decision.
 - f. The following matters also will not be submitted to an arbitrator:
 - 1) Those in which the Board is without authority to act.
 - 2) Complaints arising out of non-reemployment of an administrator for economy or efficiency purposes.
 - 3) Complaints arising out of lack of employment or lack of retention of an administrator for reason of poor performance.

I. OTHER CONSIDERATIONS

1. When an appeal is moved to a higher level, the entire file containing all correspondence and decisions shall be transmitted with the appeal. Upon final resolution of a grievance, the entire file shall be forwarded to the Office of Superintendent for permanent maintenance.
2. Informal sessions shall be scheduled so as not to conflict with duties of administrators.
3. Time limits must be respected by the parties unless a change is mutually agreed. If time limits are not observed by the principal, the grievant may proceed unchallenged to the level of superintendent. If the superintendent does not adhere to time limits, the grievant may proceed unchallenged to the level of the Board of Education. If the Association fails to adhere to the time limits, the matter shall be considered dropped without challenge or recourse.
4. Grievance statements must be specific. Witnesses and respondents must be clearly identified in the initial written grievance.
5. When an administrator selects representation other than the Association, a representative of the Association shall have the right to be present and to state Association views at Levels One, Two and Three of this grievance procedure.
6. Each party shall bear the total cost incurred by themselves and will share equally the fees and expenses of the arbitrator.
7. When a subpoena is issued to an administrator to appear before an arbitrator during school time, the administrator shall not suffer a loss in pay. The time shall be considered school business.

ARTICLE IV: DURATION

A. AGREEMENT DURATION

This agreement shall be effective for the period from July 1, 2018 to June 30, 2021, inclusive.

B. BARGAINING LIMITATION

The Association and the Board for the life of this Agreement each waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

C. MODIFICATION OF EXISTING WORK RULES AND THIS AGREEMENT

The Agreement shall not be modified in whole or in part by the parties except by written instrument duly executed by both parties. Any changes or modifications to existing rules governing working conditions shall be negotiated with the Association before they are established.

ARTICLE V: TUITION REIMBURSEMENT

The Board of Education encourages professional growth of administrators and, therefore shall reimburse them for earned graduate credits in accordance with the following rules and conditions:

A. AVAILABLE FUNDS

Eligible staff members shall be reimbursed only for actual costs of tuition, not to exceed a total of \$6,000 per school year for all unit members. If eligible reimbursements exceed that total, the \$6,000 shall be prorated on a percentage basis on the basis of the amount requested and approved. Administrators shall not be reimbursed for more than 9 graduate credits per year.

B. APPLICATIONS

An application shall be filed beginning July 1st of the school year involved, but no later than January 20th. Applications shall be filed on the form attached as SCHEDULE C. All applications are subject to approval of the superintendent, who may approve only graduate courses meeting the following criteria:

1. leading to a higher educational job certification,
2. perceived to be of value to the applicant in serving the District,
3. or leading to a doctorate degree in school administration, and
4. offered by a college or university whose graduate credits are acceptable to the New Jersey State Board of Examiners for certification purposes.

With the prior approval of the superintendent, tuition for undergraduate courses which will enhance administrative skills may be reimbursed.

The superintendent shall, within 20 school days after the deadline for submission of requests, publish a list of those requesting reimbursement. The list shall indicate those persons eligible for reimbursement under standards established in this article.

C. REIMBURSEMENT OF TUITION

Within 120 days of course completion, a copy of the payment receipt issued by an accredited college or university shall be submitted to the office of superintendent with the appropriate declaration form attached to a purchase request for payment.

The office of superintendent must receive purchase requests, declaration forms, transcripts and tuition payment receipts prior to recommending approval of payment by the Board of Education.

Provided all conditions have been met, reimbursement normally will be made to applicants within 60 days following receipt of the documents required by this provision. Payment shall be processed by the board secretary/business administrator within fifteen (15) days following Board approval.

D. GRADE REQUIREMENT

In no event shall an administrator receive reimbursement unless the administrator receives a grade of "B" or higher, or its equivalent, or "passing" in a pass/fail course. The grade must be verified by an official transcript or by a letter of explanation from the college or university involved which explains

when the transcript will be available. This must be received by the superintendent within 90 days of course completion. If an administrator takes courses over more than one semester, the official transcript need not be sent until after the completion of the last course for that fiscal year. Copies of the unofficial transcript will be accepted after completion of courses during earlier semesters in order to permit initial payment.

E. OTHER REQUIREMENTS

Subject to the conditions described in this article and subject to receipt of official college transcripts, verification of courses as graduate credit, verification of actual tuition costs, verification of available funds and substantiation that the college or university offers graduate credits acceptable to the New Jersey State Board of Examiners for certification purposes, and upon receipt of a signed voucher required by statute, tuition shall be reimbursable to administrators within fifteen (15) days after the Board meeting which follows the fulfillment of these conditions.

ARTICLE VI: INSURANCE COVERAGE

A. HEALTH BENEFITS PROGRAM

For all full time administrators, the Board shall provide the administrators health benefits according to the District's master health benefits plan. Administrators will contribute an amount equal to one and one-half percent (1.5%) of his or her annual salary by payroll deduction or medical percentage paid according to state law, whichever is greater, to offset the cost of medical benefits.

B. NONPARTICIPATING ADMINISTRATORS

In the event that an administrator chooses not to participate in or be enrolled in the healthcare insurance plan provided by the Board, said employee may make no claim on the Board for payment or other consideration in lieu of participation. The parties agree to establish a Section 125 (IRS Code Plan) for the purposes of making available a cash option.

1. Any employee otherwise entitled to health insurance coverage shall have the option to withdraw from such coverage and to be paid a sum equal to no more than \$5,000 or 25% whichever is less of the premium coverage for each year that the withdrawal remains in effect in accordance with the District's master medical plan. All withdrawals from health insurance coverage shall be for a minimum of one year corresponding to the benefits period established by the Board's carrier. The cash payment shall be a stipend payable quarterly.
2. In addition to the health insurance coverage, the employee shall have the option to withdraw from other insurance coverage available by the Board of Education and to be paid a sum equal to 40% of the said coverage in accordance with the District's master medical plan. All withdrawals from the insurance coverage shall be for a minimum of one year corresponding to the benefits period established by the Board's carrier. The cash payment shall be in the form of a stipend payable quarterly.
3. Notwithstanding the above, the employees who have a change in status, e.g. termination of employment, divorce (copy of decree required), legal separation (copy of decree required), death (copy of certificate required), group contract/policy terminated, military discharge (Form D0214 required), which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the plan year providing the employee gives the Board notice of the change in status within sixty (60) days of the event causing the change; otherwise all elections or cash options shall be in effect for the entire twelve (12) month benefit period. The Board's obligation for the cash option shall be pro-rated for those employees subject to a change in status. in accordance with the District's master medical plan.
4. Return to benefits plan for reasons other than change of status is subject to the terms of the carrier.
The parties agree that the cash option provision shall be rescinded if there is any tax liability (state or federal) to employees who continue to choose benefits.

C. DESCRIPTION OF COVERAGE

The Board agrees to request that the insurance carrier provide each administrator with a description of the health care insurance coverage provided under this article.

D. DENTAL INSURANCE

For all full time administrators, the Board shall provide the administrators' dental benefits according to the District's master dental benefits plan.

E. PRESCRIPTION INSURANCE

For all full time administrators, the Board shall provide the administrators' prescription benefits according to the District's master prescription benefits plan.

F. EXTENSION OF BENEFITS

The Board will continue to pay medical insurance premiums for coverage described in this Agreement for up to one year for administrators who are temporarily medically disabled for an extended period of time and are unable to report to work. The medical disability must be described briefly in writing by a physician and the physician must certify the disability precludes the employee's return to work. Disputes concerning the nature and scope of such disabilities will be resolved by the process described in Article IX, Section D3c of this Agreement.

Any employee seeking a one year temporary medical leave shall notify the employer no later than May 15 of the year leave precedes and if approved the employee will need to pay their portion of the health contribution.

ARTICLE VII: SICK LEAVE

A. ENTITLEMENT AND NOTIFICATION

Twelve month administrators shall be entitled to twelve sick leave days each school year. Ten month Administrators shall be entitled to eleven (11) sick days. Unused sick leave shall accumulate from year to year without a limit. On or about September 1 of each school year, administrators shall receive a notice which details the number of sick leave days accumulated as of June 30 of that calendar year.

B. PAYMENT FOR UNUSED SICK LEAVE AT RETIREMENT

Upon simultaneous retirement from the teaching profession and retirement from the service of the Board, as confirmed by the New Jersey Teachers' Pension and Annuity Fund (TPAF), an administrator shall receive compensation for unused accumulated sick leave as follows:

1. The administrator has been employed continuously by the Board, including periods of approved leave of absence for a period of 10 complete years or more;
2. The administrator shall notify the Board of intent to retire by November 1 of the year prior to the fiscal year in which retirement will take place. In the event of an unforeseen disability retirement or other extraordinary circumstance, the Board of Education may accept a later notice but payments shall be deferred one year to allow for budgeting of funds.
3. The formula for calculation of this benefit shall be arrived at by taking a retiring administrator's final yearly salary, multiplying that by .002 then multiplying that by the number of available sick days up to 175 days.
4. All accrued sick time prior to June 2012 will be memorialized at the current agreement rate. Total amounts will be provided to each individual administrator. After July 1, 2012 sick time will be capped at \$15,000 for anyone that has not accrued more than \$15,000 as of July 1, 2012. Accrued sick time starting July 1, 2012 will be used first and exhausted prior to applying any memorialized sick time to an administrator's absence. After July 1, 2012 a \$15,000 cap on sick leave payout will be in effect for anyone that has not earned more than \$15,000 as of July 1, 2012. Anyone who accrued more than \$15,000 as of July 1, 2012 will have that sick time memorialized per the current agreement rate and will be frozen at that amount.
5. In order for an employee to obtain reimbursement he or she must not use more than the days defined below in final year of employment. An exception will be made for an absence due to illness or injury that is sustained by a doctor's note. The following table will be used in determining whether or not an employee has met that criteria.

10 month Administrators = 11 sick days
12 month Administrators = 12 sick days

ARTICLE VII : TEMPORARY LEAVES OF ABSENCE

A. TYPES

All requests for leaves of absence must be submitted through the Office of the Principal to the superintendent for approval. Applications for leave shall be made on the form attached hereto as Schedule A, entitled "Application for Personal or Temporary Leave," which shall be submitted at least five school days in advance of the leave date(s). As of the beginning of each school year, administrators shall be entitled to the following leaves of absence with full pay each school year:

1. Personal Leave

Employees shall be entitled up to three days for personal leave. Application for personal leave shall be made five school days before taking such leave, except in emergencies. The applicant shall certify, as required by the form, that the reason for leave is an urgent personal matter which cannot be reasonably met during non-school hours. In all instances where an additional explanation is required pursuant to this article, a determination to grant the request shall be at the discretion of the administration and subject finally to the grievance procedure found in Article III of this Agreement.

Personal leave may not be granted for days which fall immediately prior to or immediately after a school closing date (not including Saturday or Sunday) or an extended recess period. In emergency circumstances, the superintendent may exercise discretion to waive this restriction provided a written explanation for the need for leave accompanies the request and provided the superintendent finds the reason to fall within the intended use for personal leave.

Unused personal leave shall be accumulated as sick leave.

If administrator had prior employment with the District and had acquired tenure in that position, sick days would then accumulate as if the person had tenure.

2. Bereavement Leave

Administrators may be granted up to five days at any one time in the event of the death of an administrator's parent, spouse, child, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, or surrogate parent which could include a grandparent who actually raised the administrator or a member of the administrator's immediate household. Administrators also shall be granted up to one day in the event of the death of an administrator's relative outside the immediate family as defined above. Where additional absence due to family death is required because of the emotional disability of the administrator, such absence may be charged to accumulated and authorized sick leave, upon request of the administrator. Where additional absence due to family death is required because of geographic distance to the funeral site, such absence may be requested and granted as personal leave, in accordance with Section A-1 of this article.

3. Flex Leave

10 month Vice-Principals will be entitled to 2 flex days throughout the school year. For each flex day used during the school year, the 10 month vice principals will be required to work an additional day in the summer following that school year. Application for a flex day shall be made five school days before taking such leave, except in emergencies. All flex days must be approved by the Principal and Superintendent or his/her designee.

These two flex days may be used prior to or immediately after a school closing date or extended recess period, and they may be used in conjunction with personal days, provided that the days taken do not occur during time periods when vice-principal presence in the district is crucial to fulfilling job responsibilities and to ensuring smooth operations in the district.

12 month Vice Principals are not eligible for flex leave.

4. Other Temporary Leaves

Other leaves of absence with pay may be granted by the Board at its discretion.

5. Effect of Temporary Leave Upon Sick Time

Leaves taken pursuant to this article shall be in addition to any sick leave to which the administrator is entitled, except for emotional disability leave as described in Section A-2 of this article.

6. Conventions, Workshops and Seminars

Upon approval of the superintendent, administrators may volunteer or be assigned to attend one day conferences or seminars at Board expense. Any conference which requires lodging, more than one meal, and/or public carrier transportation, must be approved in advance by the Board.

A building principal may attend a state conference yearly or one national conference every three years at Board of Education expense. Exceptions to this can be made by the Superintendent.

7. Death of an Employee or Pupil

In the event of the death of an employee or pupil in this District, using discretion, the superintendent shall determine the extent of representation on behalf of the District to attend services. Administrators who wish to attend services may utilize personal leave in accordance with the rules governing use of personal leave described in section A-3 of this article.

ARTICLE IX: EXTENDED LEAVES OF ABSENCE

A. FAMILY ILLNESS LEAVE

A leave of absence without pay for up to one year shall be granted for the purpose of caring for a sick member of an administrator's immediate family. Additional leave may be granted at the discretion of the Board.

B. PUBLIC OFFICE LEAVE

The Board shall grant a leave of absence without pay to any administrator to serve in an elected or appointed office for the term to which the administrator was elected or appointed, re-elected, or reappointed.

C. MILITARY LEAVE

Military leave without pay for the period of induction or initial enlistment shall be granted to any administrator who is inducted or who enlists in any branch of the Armed Forces of the United States. Extensions of military leave may be granted by the Board at its discretion.

Time necessary for persons called into temporary active duty or any unit of the U.S. Reserves or State National Guard shall be granted, provided such obligations cannot be fulfilled on days when school is not in session. For the purpose of this Agreement, the determination of what constitutes "temporary active duty" shall be made by the Board at its discretion. In no event shall the term apply to service rendered by an individual beyond the initial military obligation as required by Federal Statute. An administrator absent because of temporary active military duty shall be paid a salary differential in accordance with the requirements of N.J.S.A. 38:23-1 or N.J.S.A. 38A:4-4.

D. MATERNITY DISABILITY AND CHILD -REARING LEAVE

Child rearing leave without pay and disability leave with or without pay shall be granted in accordance with the conditions outlined hereinafter:

1. Any administrator seeking a leave of absence for reasons associated with disability due to pregnancy or for child rearing leave during the first two years of the child's life shall file a written request for such leave with the superintendent at least 90 days in advance of the first day of the anticipated disability or child rearing leave. The written request shall include:
 - a. a physician's certification of pregnancy and the estimated delivery date,
 - b. the date on which the administrator intends to return,
 - c. request for medical disability leave which specifies the anticipated beginning and ending date for disability leave may be necessary. The Board will honor changes of ending date (It is understood that medical disability is not always predictable and that a change in the date be supported by the attending physician's written recommendation),
 - d. a notice of intent to use accumulated sick leave (It is understood that an administrator cannot know how many sick leave days will remain available to her 90 days in advance; therefore, final written notice of how many days will be taken for medical disability leave due to pregnancy need not be submitted until the week of the teacher's departure for her disability leave. If sufficient accumulated sick leave is not available to cover the entire period of medical disability, the administrator

may indicate that she wishes to use all which is remaining to her upon her departure. Requests for use of accumulated sick leave which extend beyond 30 calendar days before and/or after the anticipated delivery date must be accompanied by a physician's certification of the nature of the disability and his/her recommendation with respect to employment), and

- e. a request for child rearing leave without pay, if desired, which includes the ending date. It will be assumed that such leave will begin at the end of the approved medical disability period. In situations where an administrator has no available accumulated sick leave or does not wish to use sick leave for the period of disability, the request should so state and should include a beginning date for unpaid leave.
2. The Board shall honor leave dates so requested if they will not substantially interfere with the effective administration of the educational program to which the administrator is assigned, subject to the following conditions:
 - a. As a condition of the administrator's return, the Board may require production of a certificate from a physician certifying that the administrator is medically able to resume her duties.
 - b. In no event shall non-tenured administrators have such leaves of absence extended beyond the end of the contract year in which leave is requested to commence.
 - c. In no event shall such leaves for tenured administrators extend beyond a period of four semesters from the date on which said leave is to commence.
 - d. The Board may grant a leave for dates other than those requested upon finding that the grant of leave for the dates requested would substantially interfere with the administration of the school. In general, maternity disability/child rearing leaves shall commence and end at the beginning of a semester.
 - e. The Board will honor sick leave requests which meet the requirements and criteria establish in Section 1 herein, so long as the delivery occurs within the time specified in the administrator's request for use of sick leave. If delivery occurs prior to the initially requested disability period, the Board shall permit use of accumulated sick leave for the required absence prior to delivery and for all school days during a 30 calendar day period following delivery.
 - f. The Board understands that an anticipated delivery date represents a physician's best estimate and that circumstances can cause the estimate to be incorrect. The Board will not act to deny leave under this article when date estimates are incorrect because of circumstances beyond the pregnant administrator's control.
 - g. When the administrator's absence due to disability leave does not extend 30 days before and after delivery and the administrator has furnished a prior notice from a physician certifying the pregnancy and the anticipated delivery date, the Board shall not require the physician's notice described under Section VII of the Agreement.
 3. The Board reserves the right to remove any pregnant administrator from her position or to insist that the administrator accept a leave of absence there from, in accordance with the provisions of Section D of this article, if after her pregnancy is confirmed, her performance has substantially declined in comparison to her performance prior to the medical confirmation of pregnancy, or if her physical condition or capacity is such that her health would be impaired if she were to

continue administrative duties. Such physical capacity shall be deemed so impaired if any of the following occur:

- a. the pregnant administrator, after written request from the superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her duties,
 - b. the pregnant administrator's physician and a physician designated by the Board agree that she is not medically able to continue to perform her duties, or
 - c. if, after a difference of medical opinion by the administrator's physician and the Board's physician, a third physician designated by mutual agreement of the administrator and the Board, or, if no such agreement can be reached, the Camden County Medical Society certifies that, in his/her opinion, the teacher is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, the fee involved shall be shared by the Board and the administrator involved.
4. In the case of termination of pregnancy for any reason other than normal birth, the employee shall notify the Board of such circumstances and the Board shall honor a request to return earlier than the date originally established upon receipt of medical certification by the administrator's physician of her physical fitness to perform her duties, and if the Board has not contractually obligated itself to a replacement administrator, or if another position exists for which the administrator is certificated and qualified to take.

If the returning administrator's position is occupied by a nontenured replacement, the replacement administrator may be given a 60 day termination notice to make room for the returning administrator if the returning administrator so requests. The processes for restoration of medical benefits shall be initiated by the Board upon notification from the returning administrator that she wishes to return to her position because of an unanticipated termination of pregnancy.

5. After granting the leave to any administrator pursuant to the provision of Section D of this article, the Board will give reasonable consideration to a request from the administrator for either the extension or reduction of the period of leave so granted, provided the administration requesting the same makes written application to the superintendent at least 60 days before the date such extension or reduction will become effective, and submits with that application a certificate from a physician certifying that said reduction or extension of leave is not medically contraindicated and that the administrator is or will be able to resume her duties on the date such resumption is requested and provided the date of return falls at the beginning of a semester and provided a vacancy exists for which the administrator is certificated and qualified to fill.

E. EXTENSION OF BENEFITS

The Board will continue to pay the medical insurance premiums for coverage described in this Agreement for up to one year for administrators who are temporarily medically disabled for an extended period of time and are unable to report to work. The medical disability must be described briefly in writing by a physician and the physician must certify the disability precludes the employee's return to work. Disputes concerning the nature and scope of such disabilities shall be resolved by the process described in Article IX, Section D-3c of this Agreement. At the Board's discretion, the coverage may be extended for up to one additional year.

The parties agree that the cash options provision shall be rescinded if there is any tax liability (state or federal) to employees who continue to choose benefits.

F. SABBATICAL LEAVE

Sabbatical leave without pay shall be available to administrators under the following conditions:

1. Only one sabbatical leave per year may be granted to this group.
2. The purpose of a sabbatical leave shall be limited to full time pursuit of a higher degree which must be conferred at the end of the leave period, or as soon after as possible, depending upon established schedules for graduations of conferring institutions.
3. The administrator must have completed seven full school years of service with the District by the first day of the requested sabbatical leave.
4. Upon return from a sabbatical leave, the administrator shall be placed on the salary schedule at the level which would have been attained if active employment had been continuous during the period of sabbatical leave.
5. Requests for sabbatical leave must be submitted to the superintendent in writing in a format requested by the superintendent, by November 1 of the school year prior to the school year for which sabbatical leave is to be taken. When possible, Board action on such requests shall be taken at the regular December Meeting of the Board.
6. The superintendent shall report all requests for sabbatical leaves to the Board within 30 days after the deadline date for receiving requests. The superintendent shall submit a recommendation to the Board which outlines the qualifications of each candidate and a course of action considered best by the District.

G. OTHER EXTENDED LEAVES

Other leaves of absence without pay may be granted by the Board at its discretion.

H. FAMILY LEAVE ACTS

An extended leave of absence shall be considered to include the employee's entitlement under the State and Federal Family Leave Acts, except that during that portion of the leave considered as part of the State or Federal Family Leave Act, the Board shall continue to pay for medical benefits as required by the Acts.

ARTICLE X: COMPENSATION

A. SALARY GUIDE

Salaries of administrators covered by this Agreement shall be according to the salary guides set forth as Schedule B attached hereto.

B. CO-CURRICULAR RESPONSIBILITIES

Administrators will not assume co-curricular positions.

C. INITIAL SALARY

When accepting employment as an administrator, initial placement on the salary guide shall be as agreed by the Board and the administrator.

D. SERVICE INCREMENT

Any service increment earned by a member will be grandfathered through July 1, 2009 and frozen at the amount earned through July 1, 2009. Administrators will no longer be eligible to accrue service increments.

E. INCREMENT

To be eligible for a yearly increase, an administrator must have been employed as an administrator by the District during the prior year for at least 120 calendar days.

The Board reserves the right for inefficiency and/or other good cause to withhold the increase for an administrator. Once withheld, an increase shall be deemed to have lapsed. The Board may, at its discretion, restore a previously withheld increment upon recommendation of the superintendent.

F. PROMOTIONS

An administrator may be upgraded from one classification to another upon recommendation of the superintendent and approval of the Board of Education. When a promotion occurs, the administrator shall not sustain a salary reduction because of placement on a different salary guide.

G. TRAVEL REIMBURSEMENT

Mileage state rate, effective each January, reimbursement for travel approved in advance by the Office of the Superintendent. This amount may be adjusted upward by the Board at its discretion.

H. CELL PHONES

The District agrees to provide a \$50 monthly reimbursement or \$500 annually towards a cell phone to be used for school purposes. The District will not pay for the purchase of the cell phone. The Administrator's Association understands that the cell phones may be held to OPRA Requests.

I. USE OF FACILITIES

The administrator rate for Outside Use of Facility Class III shall be \$75.00. Class II shall be \$50.00

ARTICLE XI: WORK YEAR AND DAY

- A. The salary guides for administrator positions shall be as shown on Schedule B. Salary deductions for days not worked shall be at 1/ 260 of base salary.
- B. Administrators shall not be required to come to the school plant on emergency closing days or on holidays which appear in the regular school calendar. The work year for an administrator shall be July 1 through June 30. Vice Principals employed on a 10- month and twenty (20) day basis shall work the administrative calendar as provided herein (Article XI) from September 1 through June 30 and work twenty (20) days between July 1 and August 31 as approved by the building principal and Superintendent.
- C. The work day for administrators shall be as established through continuous past practice.
- D. Administrators shall be assigned as needed to supervise school activities which occur during non-school hours. Assignments shall be rotated on an equal basis.
- E. Administrators may be required to attend evening in-service sessions sponsored by the principal, by Central Office, or by an outside consultant group arranged by the Board or Central Office.
- F. Administrators are required to return to school for evening chaperoning duties without additional compensation.
- G. Lunch periods for administrators may be taken on or off school premises.
- H. All building will have at least one 12 month Vice-Principal on staff. If a 12 month Vice Principal position is posted, current 10 month Vice-Principals have the option to apply for this position.

ARTICLE XII - VACATIONS AND HOLIDAYS

- A. Between September and June, when school is in session for pupils, all administrative staff members will be permitted to remain away from their respective offices when school is closed for staff and pupils.
- B. Vacation entitlement for 12 month administrators shall be as follows:

| ADMINISTRATIVE OR SUPERVISORY EXPERIENCE | VACATION ENTITLEMENT |
|--|----------------------|
| After one full year | 15 days |
| After two full years | 15 days |
| After three full years | 20 days |
| After ten full years | 21 days |
| After 15 full years | 22 days |
| After 20 full years | 23 days |

- C. Vacation may be taken only after completion of the school year in which it is earned (July 1 to June 30). When employment in the District begins after July 1 of the first year as an administrator or ends before June 30 of the final year as an administrator, the vacation entitlement shall be as shown on the chart below:

| WHEN EMPLOYED FOR | | VACATION DAYS EARNED BY ADMINISTRATORS WHO HAVE THE FOLLOWING YEARS OF SERVICE AS A SCHOOL ADMINISTRATOR OR SUPERVISOR | | | | |
|-------------------|---------------|--|---------|----------|----------|---------|
| At Least | But Less Than | 1 or 2 | 3 to 10 | 11 to 15 | 16 to 20 | Over 20 |
| 49 Weeks | 52 Weeks | 14 | 18 | 19 | 20 | 21 |
| 46 Weeks | 49 Weeks | 13 | 17 | 18 | 19 | 20 |
| 43 Weeks | 46 Weeks | 12 | 16 | 17 | 18 | 19 |
| 40 Weeks | 43 Weeks | 11 | 15 | 16 | 16 | 17 |
| 37 Weeks | 40 Weeks | 10 | 14 | 14 | 15 | 16 |
| 34 Weeks | 37 Weeks | 9 | 13 | 13 | 14 | 15 |
| 31 Weeks | 34 Weeks | 8 | 11 | 12 | 13 | 13 |
| 28 Weeks | 31 Weeks | 8 | 10 | 11 | 11 | 12 |
| 25 Weeks | 28 Weeks | 7 | 9 | 10 | 10 | 11 |
| 22 Weeks | 25 Weeks | 6 | 8 | 8 | 9 | 9 |
| 19 Weeks | 22 Weeks | 5 | 7 | 7 | 8 | 8 |
| 16 Weeks | 19 Weeks | 4 | 6 | 6 | 6 | 7 |
| 13 Weeks | 16 Weeks | 3 | 5 | 5 | 5 | 5 |
| 10 Weeks | 13 Weeks | 2 | 3 | 4 | 4 | 4 |
| 7 Weeks | 10 Weeks | 2 | 2 | 2 | 2 | 3 |
| 4 Weeks | 7 Weeks | 1 | 1 | 1 | 1 | 1 |
| 0 Weeks | 4 Weeks | 0 | 0 | 0 | 0 | 0 |

- D. Administrators are required to take their vacation days by the end of each school year.
 - 1. Administrators may carry over up to three (3) vacation days to be used during the next school year with no payment for unused vacation days.

2. If the superintendent and/or Board of Education require(s) an administrator to work during a planned vacation period, the superintendent may ask the Board to adopt a resolution to permit that administrator to carry only those days into the next school year to be used during that calendar year. If the days cannot be used during that year, the superintendent may ask the Board to adopt a resolution to pay that administrator for any remaining days and remove them from the records. Such payment will be at a per diem rate equal to 1/240th of the administrator's base salary (excluding service increment for which payment had already been received) earned during the school year the vacation days were awarded. Only in very unusual circumstances will these resolutions be approved by the Board.
 3. Because of serious extenuating circumstances, such as documented illness or another major problem, if an administrator is unable to take all earned vacation before the end of a given school year, the superintendent may recommend an accumulation of the unused days up to a maximum of twenty for future use. Including at retirement or when leaving the District, under no circumstances will an administrator be entitled to compensation for these days. The superintendent will bring the matter to the Board in the form of a resolution upon which the Board will vote.
- E. For the purposes of administrator in-service training, vacations for 12 month administrators may not be taken during the five (5) days immediately preceding the first day teachers report for work in September or on an additional two (2) days in August stipulated by the Superintendent and communicated by May 30th of the preceding school year. 10 month administrators will also be required to work the five days immediately preceding the first day the teachers report to work in September and two (2) additional days in August as stipulated by the Superintendent and communicated by May 30th of the preceding school year. Other days worked will be scheduled in coordination with the building principal.
- F. Vacation privileges shall not be affected by an extended absence due to illness which is covered by approved accumulated sick leave. When job absence due to illness exceeds sick leave accumulation, vacation leave earned shall be based upon the chart in Section Three of this Article, using the last day of sick leave as the final day of work for which vacation time can be earned. Administrators may use earned vacation time for extended periods of illness at their discretion.
- G. Upon separation from the District or from an administrative position, full-time administrators (12 month) shall be entitled to vacation time or vacation pay for allowable unused days accumulated prior to June 30 of the preceding school year as permitted by this Article plus a prorated portion of time earned during the year of separation. Prorations shall be based upon the chart shown in Section Three of this Article.

- H. Administrators must take earned vacation during the period of time schools are closed for the summer recess after the teachers last work day in June. Upon advance written application, the superintendent may grant exceptions up to a maximum of eight (8) days per year for a school-based administrator. Required interaction with pupils, staff and parents mandates strict adherence to this regulation. Very special, unique or unusual opportunities considered to be a basis for further exception to this regulation, must be presented to the Board of Education for consideration and approval.
- I. The superintendent may enter into an arrangement with a first-year administrator to borrow vacation for use during the first year of employment when trip reservations or arrangements made prior to employment cannot be cancelled without financial harm to the employee.
- J. The Board reserves the right to close school and offices for a one week period during the summer recess period and require all administrators to take earned vacation during that period. A first-year administrator shall not incur financial burden: however, such persons are expected to perform school business during this closing period.
- K. When a decision is made not to close the school during the summer recess, at least one administrator shall be on duty in each school building every day during the summer recess period.
- L. Vice-Principals employed on a 10-month/20 day basis shall not be entitled to vacation time.

ARTICLE XIII - DUES TO ORGANIZATIONS

The Board shall underwrite membership of administrators to professional organizations as shown:

A. Principals

- a. National Association of Secondary School Principals
- b. New Jersey Principals and Supervisors Association
- c. Camden County Secondary School Principals Association
- d. GS/SC Principals Association
(Attendance is limited to one (1) meeting per month.)

B. Vice Principals

- a. New Jersey Principals and Supervisors Association
- b. Camden County Secondary School Principals Association

Upon written presentation of the administrator to the superintendent, the superintendent may request Board consideration for other memberships.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective officers on 1st of July 2018.

ATTEST:

BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION



Frank Rizzo
Board Secretary/Business Administrator



Jennifer Storer, President

BLACK HORSE PIKE ADMINISTRATORS ASSOCIATION



Melissa Sheppard, BHPAA President

SCHEDULE A
(Continued)

LEVEL TWO

Why dissatisfied with the principal's response:

Signature of Associational Official Date

RESPONSE BY SUPERINTENDENT

Signature of Superintendent Date

SCHEDULE A
(Continued)

LEVEL THREE

Why dissatisfied with the superintendent's response:

Signature of Associational Official Date

RESPONSE BY THE BOARD OF EDUCATION

Signature of the Board Secretary Date

LEVEL FOUR

Dissatisfaction with the Board of Education response?

Intended or requested third-party intervention.

Signature of Association Official Date

SCHEDULE C

**BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT
580 Erial Road, Blackwood, New Jersey 08012**

**APPLICATION FOR REIMBURSEMENT OF
ADMINISTRATOR TUITION FOR GRADUATE CREDITS**

NAME

POSITION

SCHOOL

I intend to enroll in and complete the graduate courses listed below during the 20__ - 20__
school year for which I respectfully request reimbursement:

| Title of Graduate Course(s) | Number | Estimate of |
|-----------------------------|---------|----------------|
| Cost per | | |
| | Credits | Credit Hr. |

My purpose(s) for enrolling in graduate level course(s) is/are:

Signature Date Submitted

