

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

AND

THE BLACK HORSE PIKE  
SUPERVISORS' ASSOCIATION

JULY 1, 2009 TO JUNE 30, 2012

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 Supervisors' 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 Supervisor's 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 Supervisors' Association unit, will consist of the professional staff employees who hold the positions of district supervisor, building based department supervisor, acting supervisor, director of school counseling, athletic director, and all other supervisory job titles, but shall exclude non-certificated employees, teachers, principals, the Director of Technology, vice principals and central office administration.

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

**B. DEFINITION OF EMPLOYEE OR SUPERVISOR**

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

## ARTICLE II: ASSOCIATION AND MEMBERS RIGHTS AND PRIVILEGES

### **A. ASSOCIATION**

1. The Supervisors' Association will have the right to meet on school premises upon prior notification to the principal.
2. The Supervisors' Association and its members may use mailboxes and inter-school 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 Supervisors' 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 Supervisors' Association relative to the school calendar. The Board reserves unto itself the right to establish the school calendar. Supervisors' Association calendar suggestions must be filed with the superintendent by February 1 of the preceding school year to be considered.

### **B. MEMBERS**

When a supervisor 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 supervisor in his/her office, position, or employment, including a verbal reprimand, or the salary or any increments pertaining thereto, the supervisor will be given prior written notice of the reason(s) for meeting and will be entitled to have a representative of the Association Executive Committee present to advise him/her. If a complaint regarding a supervisor is made by any outside person and such complaint necessitates a formal hearing, then the supervisor involved shall have the right to be represented at the hearing.

#### **1. SUPERVISOR REVIEW OF OBSERVATION/MBO REPORT**

- a. A supervisor shall be afforded the opportunity to review with the observer the contents of the observation/MBO report and s/he shall affix his/her signature to it. The report(s) shall have imprinted upon it the following legend:
- b. "The supervisor's signature on this report shall indicate that it has been read by him/her, shall not signify agreement with the contents thereof, and the supervisor shall have the right to append any comments to this report (original and all copies). The supervisor shall receive a copy of this report."

#### **2. DEROGATORY FILE MATERIAL**

No derogatory material will be placed in the supervisor's file unless the supervisor has been given the opportunity to read same and file an answer. The supervisor shall sign the material to indicate the supervisor has seen it but such signature shall not signify agreement with the contents thereof.

#### **3. FILE INSPECTION**

Upon request, a supervisor will be afforded the opportunity to inspect, with the exception of pre-employment information, his/her personnel file in the presence of the superintendent or a designee. After the initial copy, the supervisor may have a copy of file materials available for inspection at his/her own expense. There shall be only one official file.

#### **4. WRITTEN COMMUNICATION**

Adverse or positive written communication regarding the performance of a supervisor by a superior, parent, pupil, student teacher, or another person will be called to the attention of the supervisor as soon as possible. Any adverse criticisms or reprimands made to supervisors by either the principal or superintendent shall be made outside the presence of subordinates and peers.

#### **C. SUPERINTENDENT'S LIAISON COMMITTEE**

The Association will select a committee of four 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, at the discretion of the President of the Association, to be utilized for Association business. These days must have prior administrative approval, which said approval shall not be unreasonably denied.

## ARTICLE III: GRIEVANCE PROCEDURE

### **A. DEFINITIONS**

1. A "Grievance" shall mean a complaint by the Association that there has occurred to any member, group or class of members in the unit, a violation of the Agreement, Board Policy, written administrative decision, which affects the terms and conditions of employment.
2. An "aggrieved person" or the "aggrieved" is a supervisor or group of supervisors or the Association 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 will be construed to limit the right of an individual supervisor, a group of supervisors, officers of the Supervisor's Association, or a representative of the Supervisor's Association to discuss any and all matters of school or Association business with an administrator, director, 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 and the principal.

### **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 Supervisor's Association for required data. The principal's or superintendent's time deadline to respond will 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 will remain firm for the duration of the process. The Supervisors' Association may present additional information for consideration if such information was not available to the Association when the original grievance was filed.

### **D. REPRESENTATION**

The Supervisor's Association, the respondent, and the administrator hearing the complaint shall be entitled to representation of their choice, except that representation will be limited to two persons. This provision can be waived only by mutual agreement.

### **E. LEVEL ONE: PRINCIPAL OR ASSISTANT SUPERINTENDENT**

1. All initial grievances must be filed with the school principal for building based supervisors and with the assistant superintendents for district supervisors. If more than one school is encompassed by the grievance, simultaneous written grievances should be filed with the respective principals and/or the district assistant superintendents.
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 will 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 grieving was dissatisfied with the decision rendered; and
  - e. expected relief, corrective action or alternatives thereof.
3. The principal or the assistant superintendent (per Article III E. 1.) 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.

#### **F. LEVEL TWO: SUPERINTENDENT**

If the grievance has not been resolved satisfactorily at Level One, the Association may appeal directly to the superintendent within five working days after receipt of the principal's written response.

1. The appeal may be stated on the established grievance form and any necessary attachments. The appeal must state specifically why the principal's response was not satisfactory. The appeal may offer alternative solutions.
2. The superintendent may convene an informal discussion session with the aggrieved, respondent, and principal if deemed necessary.
3. The superintendent shall respond in writing within 15 working days after receiving the Supervisors' Association appeal.

#### **G. LEVEL THREE: BOARD OF EDUCATION**

If the Association has not been resolved satisfactorily at Level Two, the Supervisor's 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 or a committee of the Board, the superintendent, the principal, the respondent, and the grievant will 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.

## **H. LEVEL FOUR: ADVISORY ARBITRATION AND OTHER TRIBUNALS**

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

1. Disputes growing out of application of Administrative Code or Statutes will 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 supervisors, 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 Supervisor'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 Supervisor'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 between 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 a supervisor for economy or efficiency purposes.
    - 3) Complaints arising out of lack of employment or lack of retention of a supervisor 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. Each party shall bear the total cost incurred by themselves and will share equally the fees and expenses of the arbitrator.
3. Informal sessions will be scheduled so as not to conflict with classroom duties of supervisors. The Board shall not be required to incur any expense for substitute teachers in the course of processing grievances.
4. Time limits must be respected by the parties unless a change is mutually agreed upon. If time limits are not observed by the Board or its administrators, the grievant may proceed without challenge to the next level. If the Supervisors' Association fails to adhere to the time limits, the matter will be considered dropped without challenge or recourse.
5. Grievance statements must be specific. Witnesses and respondents must be clearly identified in the initial written grievance.
6. When a supervisor selects representation other than the Supervisor's Association, a representative of the Supervisor's Association shall have the right to be present and to state Association views at Levels One, Two, and Three of this grievance procedure.
7. When a subpoena is issued to a supervisor to appear before an arbitrator during school time, the supervisor shall not suffer a loss in pay.

**ARTICLE IV: DURATION**

**A. AGREEMENT DURATION**

This agreement shall be effective for the period from July 1, 2009 to June 30, 2012.

**B. BARGAINING LIMITATION**

The Association and the Employer for the life of this Agreement each waive 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**

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



## ARTICLE V: TUITION REIMBURSEMENT

The Board will reimburse supervisors for graduate credits earned during the course of a given school year under the following conditions:

### **A. AVAILABLE FUNDS**

Eligible staff members will be reimbursed only for actual costs of tuition, not to exceed a total of \$10,000 in year one, \$10,000 in year two and \$10,000 in year three of the contract for all members. In the event these amounts are not sufficient to cover all supervisors' requests, the amount available shall be prorated among eligible supervisors.

Supervisors shall not be reimbursed for more than 12 graduate credits per year. If a supervisor successfully completes six or more graduate credit hours during a summer session when District classes are not in session, the maximum may be increased to 15 credits per year, provided the supervisor requested and was granted prior approval by the superintendent to take the additional course.

### **B. APPLICATIONS**

1. Applications will be filed beginning July 1 of the school year involved but none shall be considered which are filed after January 20 of a given school year. The request shall indicate the type of graduate course the supervisor intends to take, the anticipated tuition cost, and the name of the college or university whose grade credits are acceptable to the New Jersey State Board of Examiners for certification purposes.
2. The superintendent shall, with 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. QUALIFYING COURSES**

"Qualifying courses" applies to either traditional college or university programs or NJPSA EXCEL.

1. Supervisors taking courses "in their discipline," defined to mean in the supervisor's subject area, education courses, or courses required in a program considered to be in the supervisor's subject area; shall be eligible for tuition reimbursement in accordance with the standards contained in this article. A course taken outside of the supervisor's subject area, or which is not an education course or which is a course not required in a program which is considered to be in the supervisor's subject area, shall be defined as a "course taken outside of discipline" and shall not be subject to tuition reimbursement without specific prior approval of the superintendent. The superintendent shall respond to a request for approval to take an "out of discipline course" for reimbursement purposes within ten school days.
2. A supervisor who wishes to have consideration for reimbursement for an undergraduate course must seek prior approval of the superintendent in the manner described in Section C-1 of this Article.

### **D. GRADE REQUIREMENT**

In no event will a supervisor receive reimbursement unless the supervisor 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 a supervisor 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 supervisors within 15 days after the Board meeting which follows the fulfillment of these conditions.

**ARTICLE VI: INSURANCE COVERAGE**

**A. HEALTH BENEFITS PROGRAM**

For all supervisors, the Board shall provide the supervisors health benefits according to the District's master health benefits plan.

**B. NONPARTICIPATING SUPERVISORS**

In the event a supervisor chooses not to participate in or be enrolled in the health care 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 full family health insurance coverage will have the option of withdrawing from such coverage and to be paid (according to the District's master health benefits plan) a sum equal to 40% of the family premium coverage for each year that the withdrawal remains in effect. All withdrawals from health insurance coverage will be for a minimum of one year corresponding to the benefits period established by the Boards carrier. The cash payment shall be a stipend payable quarterly.
2. In addition to the family health insurance coverage, the employee shall be given the option to withdraw from other insurance coverage available by the Board of Education and to be paid (according to the District's master health benefits plan) a sum equal to 40% of said coverage. All withdrawals from the insurance coverage will be for a minimum of one year corresponding to the benefits period established by the Boards 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 the decree required), legal separation (copy of the decree required), death (copy of the certificate required), a group contract/policy terminated, a 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 prorated for those employees subject to a change in status.
4. Return to benefits plan for reasons other than change of status is subject to the terms of the carrier.
5. 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 the insurance carrier to provide each supervisor with a description of the health care insurance coverage provided under this article.

**D. DENTAL INSURANCE**

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

**F. PRESCRIPTION INSURANCE**

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

**G. EXTENSION OF BENEFITS**

The Board will continue to pay medical insurance premiums for coverage described in this Agreement for up to one year for supervisors 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 X, Section D-3c of this Agreement. At the Board's discretion, the coverage may be extended for up to one additional year.

## ARTICLE VII: SUPERVISOR EVALUATION

Supervisors shall be evaluated only by persons properly certificated by the State to perform that function.

## ARTICLE VIII: SICK LEAVE

### **A. ENTITLEMENT AND NOTIFICATION**

Commencing on September first of each school year, supervisors shall be entitled to 11 sick leave days for that school year and commencing on September first of each school year. Unused sick leave for all supervisors shall accumulate from year to year without a limit.

If a supervisor is absent four consecutive school days, a doctor's certificate concerning the illness shall be presented to the Office of Superintendent via the school principal. The supervisor shall notify the designated person or agency of anticipated absence due to illness as soon as possible, but not later than 6:50 a.m. the morning of the absence. When possible, notification will be made prior to 10:30 p.m. the preceding evening. Such notification also is required the day prior to a leave of absence pursuant to other articles of this agreement. Daily call-in shall not be required in the case of an extended illness.

Supervisors who fail to comply with this notification requirement shall suffer a loss of wages equal to 1/239 of their annual salary. Guidance Directors who fail to comply with this notification shall suffer a loss of wages equal to 1/240 of their annual salary.

### **B. REIMBURSEMENT FOR UNUSED SICK LEAVE AT RETIREMENT**

1. Upon death or 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, a supervisor or designated beneficiary shall receive an amount equal to \$80 for each day of unused accumulated sick leave on the day of retirement, provided:
  - a. the supervisor has been employed continuously by the Board including periods of approved leave of absence for a period of 15 complete years or more,
  - b. and the supervisor has notified the Board of an intent to retire by November 1 of the year prior to the fiscal year in which retirement will take place. In emergency circumstances a later notice will be accepted by the Board; however, payment shall be deferred one year to allow for budgeting by the Board.
2. Supervisors who accept payment for accumulated unused sick leave will not be eligible for reinstatement of any sick leave should they leave retirement to be re-employed by the District.
3. Payments made under Paragraph I of the aforesaid agreement may be made at the Board's option in two equal payments, one on June 30 of the retirement year, and the second payment on July 15 of the year after retirement.

## ARTICLE IX: TEMPORARY LEAVES OF ABSENCE

### A. TYPES

At the beginning of each school year, supervisors shall be entitled to the following leaves of absence with full pay each year. All requests for such leaves of absence for the building based supervisors must be submitted in advance through the Office of the Principal to the Office of Superintendent for approval and for the district supervisors such leaves will be submitted through the Office of the Assistant Superintendents. Applications for leave will be made on either the form entitled "Request for Temporary Leave" or "Request for Professional Development Program", which will be submitted at least five school days in advance of the leave date(s).

#### 1. Personal Leave

Supervisors shall be entitled up to two 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 of 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 each year except in the case of non-tenured supervisors. The benefit of this accumulation shall not be effective until the supervisor attains tenure.

If supervisor 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. Professional Leave

Two days per year may be used by supervisors with pay for the purpose of visiting other schools or attending meetings, clinics, or conferences or workshops of an educational nature; if requested to do so, or with prior approval of the superintendent. Additional days may be granted at the discretion of the Assistant Superintendent. For the balance of the contract, the Board will provide an annual budget allocation of \$7,500 for use by supervisors to attend local, state and national conferences. Funds for the athletic directors to attend director conferences shall be over and above this amount.

#### 3. Bereavement Leave

Supervisors may be granted up to five days at any one time in the event of the death of an supervisor'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, or grandchild, or surrogate parent who actually raised the supervisor or a member of the supervisor's immediate household. Supervisors also shall be granted up to one day in the event of the death of a relative outside the family as defined above. Where additional absence due to family death is required because of the emotional disability of the supervisor, such absence may be charged to accumulated and authorized sick leave, upon request of the supervisor. 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.

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**

Leave taken pursuant to this article will be in addition to any sick leave to which the supervisor is entitled, except for emotional disability leave as described in Section A-3 of this article.

**B. DEATH OF A TEACHER 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. Supervisors who wish to attend services may utilize personal time in accordance with the rules governing use of personal leave described in Section A-3 of this article.

## ARTICLE X: EXTENDED LEAVES OF ABSENCE

### **A. ASSOCIATION BUSINESS**

The Board agrees that up to one tenured supervisor designated by the Association shall, upon request, be granted a leave of absence without pay for up to two years for the purpose of engaging in the activities of the Association or its affiliates, provided a minimum of 60 days notice has been given to the Board. Additional time may be granted by the Board at its discretion, provided 90 days notice has been given.

### **B. PUBLIC SERVICE, EDUCATION, AND OVERSEAS LEAVE**

A leave of absence without pay of up to one year shall be granted to any tenured supervisor who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher and is a full time participant in any such program, or who accepts a Fullbright Scholarship.

### **C. MILITARY LEAVE**

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

Time necessary for supervisors called into temporary active duty or any unit of the United States 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. A supervisor 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 supervisor 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, will 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 will include:
  - a. a physician's certification of pregnancy and the estimated delivery date
  - b. the date on which the supervisor intends to return,
  - c. a 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 the 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 a supervisor 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 supervisor's departure for her disability leave. If sufficient accumulated sick leave is not available to cover the entire period of medical disability, the supervisor 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 a supervisor 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 supervisor was assigned, subject to the following conditions:

- a. the Board may require as a condition of the supervisor's return to service, the production of a certificate from a physician certifying that the supervisor is medically able to resume her duties.
- b. in no event shall any such leaves be extended beyond the end of the contract year in which leave is requested to commence for non-tenured supervisors.
- c. in no event shall such leaves extend beyond a period of four semesters from the date on which said leave is to commence for tenured supervisors.
- d. the Board may grant a leave for dates other than those requested upon a finding that the grant of leave for the dates requested would substantially interfere with the administration of the school. The Board reserves the right to change dates for maternity disability/child-rearing leaves to conform to the beginning and ending of semesters.
- e. the Board will honor sick leave requests which meet the requirements and criteria established in Section 1 herein, so long as the delivery occurs within the time window specified in the supervisor'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 the date estimates are incorrect because of circumstances beyond the pregnant supervisor's control.
- g. when the supervisor's absence due to disability leave does not extend beyond the 30-day time window before and after delivery and the supervisor 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 A of Article VIII (SICK LEAVE) of this Agreement.

3. The Board reserves the right to remove any pregnant supervisor from her position or to insist that the supervisor accept a leave of absence therefore, in accordance with the provisions of Section D of this article, if after her pregnancy is confirmed, and she is not medically able to perform her duties and her physical condition or capacity is such that her health would be impaired if she were to continue in her position. Such physical capacity will be deemed so impaired if any of the following occur:

- a. the pregnant supervisor, 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 supervisor'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 supervisor's physician and the Board's physician, a third physician designated by mutual agreement of the supervisor and the Board, or, if no such agreement can be reached, by the Camden County Medical Society, certifies that, in his/her opinion, the supervisor 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 supervisor 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 supervisor's physician of her physical fitness to perform her duties, and if the Board has not contractually obligated itself to replacement supervisor, or if another position exists for which the supervisor is certificated and qualified to take.
5. After the grant of leave to any supervisor pursuant to the provisions of Section D of this article, the Board will give reasonable consideration to a request from the supervisor for either, provided the supervisor 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 supervisor 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 supervisor is certificated and qualified to fill.

**E. 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 the supervisor's family. Additional leave may be granted at the discretion of the Board.

**F. PUBLIC OFFICE LEAVE**

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

**G. OTHER LEAVES**

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

## **H. SABBATICAL LEAVE**

Sabbatical leave shall be available to supervisors under the following conditions:

1. Only one sabbatical leave per year without pay may be granted and a sabbatical leave will not exceed a one calendar year period.
2. The purpose of a sabbatical leave shall be limited to full time pursuit of a graduate 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 supervisor shall 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 supervisor 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 requested.

## **I. SUPERVISOR ILLNESS OR DISABILITY LEAVE**

A leave of absence without pay for up to one years may be granted to a supervisor who has become disabled or ill, as confirmed by a physician certification. Provisions found in Section D of this article will apply in such matters.

## **J. INCREMENT CREDIT UPON RETURN FROM LEAVE**

1. Upon return from leave granted pursuant to Sections A, B, C or H of this article, supervisors shall be considered as if they were actively employed by the Board during the leave period and shall be placed on the salary schedule at the level they would have attained had they not been on leave; provided however, the time spent on such leave shall not count toward fulfillment of the time requirements for acquiring tenure. A supervisor shall not receive credit for time spent on leave granted pursuant to Sections D, E, F, G or I of this article, nor shall such time count toward the fulfillment of time requirements for acquiring tenure.
2. All benefits to which supervisors were entitled at the time of leave of absence began, including unused accumulated sick leave, shall be restored upon return, and the supervisors shall be assigned to the same positions they held at the time said leave began.

## **K. EXTENSION OF LEAVE**

All extensions or renewals of leave will be applied for and granted in writing. Applications for extensions or renewals of leaves shall be received by the superintendent at least 60 days before the anticipated beginning date of such extensions or renewals.

## **L. 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 XI: COMPENSATION

### **A. SALARY GUIDE**

Salaries of supervisors covered by this Agreement shall be according to the salary guides set forth in Schedule B.

### **B. CO-CURRICULAR BONUSES**

Supervisors will not assume co-curricular positions, with the exception of those not involving students.

### **C. INITIAL SALARY**

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

### **D. SERVICE INCREMENT**

Anyone already receiving a service increment will be grandfathered and anyone due to receive an increase July 1, 2009 will receive that amount. After July 1, 2009 supervisors will no longer accrue service increments.

### **E. SUMMER PAYMENT PLAN**

1. Supervisors shall be paid in 24 equal installments occurring approximately on the 15th and 30th day of each month. It is recognized that this payment plan pays supervisors during the summer months for days that have not as yet been worked. If a supervisor leaves the district prior to the end of the contract year, money may be owed to the district for days not yet worked and therefore appropriate deductions shall be made from the supervisor's pay check.
2. Supervisors may independently elect to have a portion of their salary withheld and deposited to their credit in the South Jersey Federal Credit Union, and/or deposited in tax-deferred annuities, upon execution of appropriate payroll authorization forms which shall be in lieu of a summer payment plan as contemplated in N.J.S.A. 18A: 29-3.

### **F. INCREMENT**

To be eligible for a yearly increase, a supervisor must have been employed as a supervisor by the District during the prior year for at least 110 days.

The Board reserves the right for inefficiency and/or other good cause to withhold the increase for a supervisor. 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.

### **G. TRAVEL REIMBURSEMENT**

Supervisors are eligible for reimbursement for travel approved in advance by the Office of the Superintendent. Reimbursement will be at the State mileage rate effective each January. Such travel reimbursement would cover the costs of travel to professional conferences, regional and state business meetings, as well as travel among/between the three schools and the central office.

## **H. DIRECT DEPOSIT**

Direct deposit of the employees' paychecks will be implemented as soon as possible after requested by the supervisor. Supervisors shall be entitled to identify an institution only once during any contract year, identifying the same on the form attached to the contract document. Supervisors agree that any and all liability relative to employees' paychecks will fall upon the identified employees' bank and not on the Board of Education.

## **I. ACTING SUPERVISORS**

- 1) The Board will search for candidates who hold a Master's Degree and meet certification requirements for all open supervisory positions. In the event a supervisor's vacancy is not filled by a person who holds a Regular New Jersey Supervisors Certificate, the Board may name an acting supervisor to fill the position for a period up to a calendar year. In the event a person cannot be found immediately who meets the degree or certification requirements for the named positions, the Board may name an acting supervisor with the intent to continue searching for a candidate who meets these requirements. In such cases, when the final candidate reports to the District, the acting supervisor will be reassigned and the stipend pro-ration ended.
- 2) Acting supervisors must hold a Masters Degree or higher upon employment. If a recommended candidate does not hold a New Jersey Supervisors Certificate, the person will be given one calendar year to meet that requirement. The Board may grant an extension of up to one calendar year for a non-certified candidate to obtain certification. A guidance supervisor also will be required to hold a Director of Student Personnel Services Certificate but will be permitted a period of 18 months to obtain that certificate.
  - a) Failure of appointees to meet these requirements shall result in non-renewal of their employment as a supervisor at the end of the school year in which the deadline falls. The acting supervisor will be notified of that decision by May 15th of the school year prior to non-renewal. If the certificate is not in hand but all of the requirements have been met and only State procedures are delaying processing of the certificate, a letter from a college or university stating this set of circumstances will be accepted in lieu of the certificate for a period of six months.
  - b) In lieu of placement on the Supervisor's salary guide. after the 20<sup>th</sup> day serving in the position, an acting supervisor shall remain on the teachers salary guide and be paid a stipend equal to \$4,000, if certificated in New Jersey as a supervisor or administrator, or \$2,450, if not certificated in New Jersey as a supervisor or administrator. The stipend shall be prorated, beginning on the seventh day, for the actual time served as an acting supervisor as defined by a Board appointment to that position. If the acting supervisor is already serving as an assistant supervisor with a stipend, that stipend shall be increased by the same amount and prorated in the same manner. Should the acting supervisor be appointed to the open position, the supervisor will be placed on the supervisors' salary guide at a point negotiated by the supervisor and the Board. That salary shall be prorated for the period of time remaining in the school year.

**ARTICLE XII: PROMOTIONAL AND OTHER POSITIONS**

**A. NOTICES**

The Board will announce promotional and other positions to the Association president in writing at least 5 calendar days prior to the deadline for applications. The notice can be less than 5 days upon mutual agreement of the Association president and the superintendent or his agent.

**B. APPLICATIONS**

Supervisors who want to apply for promotional and other positions must submit a letter of application to the superintendent prior to the announced deadline. Transcripts, certificates, and other information already on file in the District Office need not accompany the letter of application.

**C. COMPENSATION**

Compensation for promotional positions and other positions shall be established by Board policy, by this agreement, or by agreement with another bargaining unit.

**D. Membership Dues**

The Board of Education will underwrite membership dues of supervisors to NJPSA.

## ARTICLE XIII: WORK YEAR, DAY, AND LOAD

### A. WORK YEAR

#### 1. SUPERVISORY POSITIONS

- a) Supervisors will work twenty (20) days between July 1 and the first day teachers report to work in September, except for the Guidance Directors, who will work twenty-one days (21) days between July 1 and the first day teachers report to work in September. Five (5) of these days will be worked immediately preceding the first day teachers report for work in September. Four (4) of these days will be worked during the first week in July as scheduled by the Administration. No leave of any kind is permitted on any of these days. Other days worked will be scheduled by the supervisors with notice to the Assistant Superintendent of the schedule and any changes. Paid leave of any kind is not permitted on any of these days. Absences must be made up during the summer or with the superintendent's approval an alternative time can be established.
- b) The salary guide for supervisors will be as shown on Schedule B. Salary deductions for supervisors for days not worked shall be a 1/239 of base salary and for the Guidance Directors it shall be at 1/240 their base salary.
- c) Supervisors shall not be required to come to the school plant on emergency closing days or on holidays which appear in the regular school calendar.
- d) Supervisors shall be paid in 24 equal semimonthly salary payments. It is recognized that this payment plan pays supervisors during the summer months for days that have not as yet been worked. If a supervisor leaves the district prior to the end of the contract year, money may be owed to the district for days not yet worked and therefore appropriate deductions shall be made from the supervisor's pay check.

### B. TEACHING LOAD AND WORK DAY

1. All supervisors shall not carry a teaching load or a case load. Director School Counseling shall not carry a pupil load.
2. The work day for supervisors will be as established through continuous past practice
2. Supervisors 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.
3. The evening events supervisors will attend are: back to school night, graduation and supervise two evening events in collaboration with the home school principal. Guidance Directors are required to attend eighth grade orientation, new entrant meeting in August, College Planning Night, Financial Aid Night, Academic Awards Banquet and Back- to- School Night. Athletic Directors are required to attend all home games where admission is charged or have a designated replacement (per the job description) back to school night, graduation and supervise two evening events in collaboration with the principal.

### C. SUMMER OPTION

The present supervisory group is composed of supervisors. It is the intention of the members to fulfill their responsibilities within the framework of the contractual agreement. However, if an occasion should arise for individual members to request unpaid leaves of absence for the summer, the Association will support the individual's agreement. In such an instance, additional work days in the summer may be granted on a per diem basis as agreed upon between the supervisor and the superintendent.





**LEVEL ONE (continued)**

E. Expected relief, corrective actions or alternatives.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

**RESPONSE BY PRINCIPAL**

\_\_\_\_\_  
Signature of Principal or Assistant Superintendent

\_\_\_\_\_  
Date

**LEVEL TWO**

**Why dissatisfied with the principal's response?**

\_\_\_\_\_  
Signature Association Official

\_\_\_\_\_  
Date

**LEVEL TWO (continued)**

**RESPONSE BY SUPERINTENDENT**

\_\_\_\_\_  
Signature Superintendent

\_\_\_\_\_  
Date

**LEVEL THREE**

**Why dissatisfied with the superintendent's response?**

\_\_\_\_\_  
Signature Association Official

\_\_\_\_\_  
Date

**RESPONSE BY BOARD OF EDUCATION**

\_\_\_\_\_  
Signature of Principal Board Secretary

\_\_\_\_\_  
Date

**LEVEL FOUR**

**Dissatisfaction with the Board of Education response?**

**Intended or requested third-party intervention.**

\_\_\_\_\_  
Signature of Association Official

\_\_\_\_\_  
Date

**SCHEDULE B**

1. Initial placement on the salary guides shall be based upon school employment experience, military service up to a maximum of four years and educational background.
2. Whenever a person accepts a promotion or an appointment to an administrative position, initial placement on the guide shall be at a point agreed by the candidate and the Board of Education.
3. The minimum and maximum salaries for these positions during the term of this agreement shall be (including 10% summer pay):

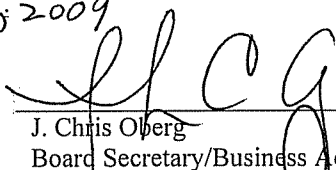

	<b><u>Minimum Base Salary</u></b>	<b><u>Maximum Base Salary</u></b>
Supervisor:	<b><u>\$63,000 + Summer \$6,300</u></b>	<b><u>\$114,773 + Summer \$11,477</u></b>

Refer to chart below for salaries. These salaries include the summer pay but not service increments:

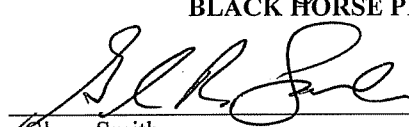
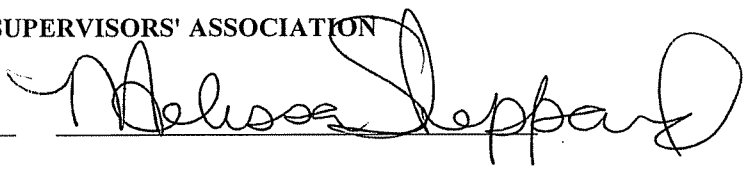
	2009-10	2010-11	2011-12
Cioffi	100,214	104,614	109,014
Sheppard	100,214	104,614	109,014
Smith	104,662	109,062	113,462
Powell	107,185	111,605	116,025
Oakes	106,963	111,363	115,763
Miloszewski	106,983	111,403	115,823
Breuer	106,963	111,363	115,763
Mannino	104,662	109,062	113,462
Dziczek	111,574	115,974	120,374
Shelly	87,175	91,575	95,975
Farrell	117,753	122,153	126,250
Scully	93,669	98,089	102,509
Baratta	80,500	86,000	91,500

- (does not include horizontal adjustment)
- (Directors of School Counseling summer pay of 10.5% is included)

IN WITNESS WHERE OF, the parties hereto have caused these presents to be signed by their respective officers on this <sup>8<sup>th</sup></sup> day of July, 2009

ATTEST:  _____ J. Chris Oberg Board Secretary/Business Administrator	 _____ Lou Vizoco, President President
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**BLACK HORSE PIKE SUPERVISORS' ASSOCIATION**

ATTEST:  _____ Glenn Smith, President, BHPSA	 _____ Vice President, BHPSA
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