

Agreement

**THIS AGREEMENT BETWEEN THE:
GLOUCESTER CITY BOARD OF EDUCATION
AND
GLOUCESTER CITY ADMINISTRATORS' ASSOCIATION
TO BE IN EFFECT
July 1, 2017 through June 30, 2020**

ARTICLE I
RECOGNITION

The Gloucester City Board of Education hereby recognizes the Gloucester City Administrators' Association as the exclusive and sole representative for collective negotiations concerning:

- A. The grievances, terms and conditions of employment for the following personnel: High School Principal, High School Assistant Principal(s), Elementary/Middle School Principals, Elementary/Middle School Assistant Principals, Elementary Assistant Principal/Director of Early Childhood, Director of Curriculum, Director of Pupil Personnel Services (Guidance), District Supervisors (s) (12 month), Athletic Director and the Director of Technology.
- B. All other Board of Education employees are excluded.

ARTICLE II
GRIEVANCE PROCEDURE

Definition - A "grievance" is a claim by an administrator or the Gloucester City Board of Education of alleged violation of the terms of the contract, administrative decisions or Board policies.

Procedure

1. Each Administrator and any or all of them shall be entitled to be heard concerning any matter in which he or they feel aggrieved in the area of the alleged violations of the terms of the contract, administrative decisions or Board policies.
2. In the case of an individual Administrator, or the Association, such differences shall be presented in writing within fifteen (15) working days of the happening of the event to the Superintendent of Schools. This statement shall be a clear, concise statement of the grievance, administrative decision or Board policy or law for which there is an alleged violation, the circumstances on which the grievance is based, the person(s) involved and the remedy sought. The Superintendent of Schools shall communicate his/her decision in writing to the grievant within seven (7) working days of receipt of the written grievance.
3. In any case where the difference is not resolved, the Administrator or Administrators involved may appeal in writing, no later than seven (7) working days of receipt of the Superintendent's decision, to a special grievance committee comprised of two members of the Gloucester City Board of Education (i.e., the chairperson of Personnel and Negotiation Committees) and the Superintendent of Schools who will be chairperson of the committee, preside over and have voting privileges within the Committee. The Committee shall render its decision to the grievant in writing within seven (7) working days. Any matter considered by this Committee, which is not resolved, may be appealed to the full board of Education. In the instance of an appeal, the Superintendent of Schools shall make the necessary arrangements. A meeting with the Board of Education will be arranged no later than the next regularly scheduled Board meeting. At the option of any Administrator(s), he/she or they may be accompanied at any appeal before the Board of Education by duly constituted representatives who shall also have the opportunity to be heard at such appeal. The Board of Education shall render a decision in writing within ten (10) working days after the meeting.

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4. Any and all steps taken under these procedures shall be taken with the objectives of fair and equitable resolution of the difference at issue, in an objective and dispassionate manner, and no reprisal or discrimination shall be directed toward any staff member during or after the completion of these procedures.
5. Time limits may be extended by written mutual consent.

ARTICLE III
PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

Tuition reimbursement will be given by the Board of Education in good faith. The Board shall reimburse the full costs of tuition annually to any Administrator successfully completing a course at an accredited college or university with a "B" or better or educational activity approved in writing by the Superintendent of Schools prior to the start of the course or activity.

No courses shall be taken to keep an Administrator's certificate active for employment purposes. Proper verification of a course or activity must be given to the Superintendent by a cancelled check or statements of the grades or transcript of the grades from the University or college taken. The total professional development and educational improvement benefit shall not exceed \$25,000 for each year of the contract, and shall be distributed equitably, at the discretion of the Superintendent of Schools, to each approved Administrator at the end of the contract year. Tuition reimbursement will be given by the Board of Education in good faith. If an administrator decides to leave before the 12th month of course completion there will be a chargeback of the reimbursement. The chargeback criteria is as follow:

1. A 75% chargeback per course completed will apply for any administrator who leaves within 3 months of course completion.
2. A 50% chargeback per course completed will apply for any administrator who leaves within 6 months of course completion.
3. A 25% chargeback per course completed will apply for any administrator who leaves within 9 months of course completion.
4. No chargeback will apply for any administrator who leaves the district 12 months after course completion.

ARTICLE IV
HEALTH INSURANCE

A. The Board of Education will provide during the 2017-2018, 2018-2019, 2019-2020 school years, at no cost to the administrator, medical insurance, including major medical coverage for each administrator and, where applicable, his/her dependents, during his/her participation in the plan (pursuant to the plan's regulations) and while employed an average of twenty-five (25) hours per week by the Board of Education. Nothing herein shall prevent the Board from opting out of the State program to provide equal or better coverage.

*Does not preclude or preempt any state law and/or negotiations over cost and or premium sharing.

B. The Board of Education will provide during the 2017-2018, 2018-2019, 2019-2020 school years dental coverage for each employee and where applicable, his/her dependents; however, the Board shall not be required to provide duplicate dental coverage if an employee's spouse has dental insurance.

C. The Board of Education will provide full family prescription coverage through the New Jersey State Health Benefits Plan and in accordance with the following schedule:

1. Single coverage - 100% of premium
2. Parent/child coverage- 100% of premium
3. Husband/wife coverage- total premium minus \$132.97 employee contribution
4. Family coverage- total premium minus \$141.37 employee contribution

D. The parties understand and agree that the Board retains the legal right to change carriers, provided the level of benefits shall be equivalent to those provided by the present carriers.

E. Upon proof of other medical insurance. An administrator may opt out of the insurance plan provided by the Board. Members will be reimbursed 25 percent of the amount saved by the employer or \$5,000, whichever is less. The payment will be made in two (2) installments on January 31 and on June 30 and will comply with Section 125 and all other I.R.S. regulations that will preserve the tax-free status of benefits. The opt out payments shall be prorated in accordance with the number of months that opt out is in effect.

Administrators who experience a life changing event (e.g. birth of a child, termination of employment, divorce (copy of decree required), legal separation (copy of decree required), death (copy of certificate required), military discharge (form DD214 required), which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the year provided the administrator gives the Board notice of the change in status within thirty (30) days of the event causing change. Otherwise, all elections for a cash option shall be in effect for the twelve (12) month benefit period.

ARTICLE V

RETIREMENT LEAVE BENEFIT

Upon retirement, Administrators who have fifteen (15) years of continuous service in the Gloucester City School System shall be paid for accumulated sick leave days in accordance with the following schedule:

2017-2018 \$115.00/day maximum benefit \$15,000
2018-2019 \$115.00/day maximum benefit \$15,000
2019-2020 \$115.00/day maximum benefit \$15,000

Upon retirement, Administrators who have 20 years of continuous service in the Gloucester City School System shall be paid for accumulated sick leave days in accordance with the following schedule:

2017-2018 \$160.00/day maximum benefit \$15,000
2018-2019 \$160.00/day maximum benefit \$15,000
2019-2020 \$160.00/day maximum benefit \$15,000

Upon retirement, Administrators that have been employed by the district twenty-five or more years shall be paid for accumulated sick leave days in accordance with the following schedule:

2017-2018 \$160.00/day maximum benefit \$15,000
2018-2019 \$165.00/day maximum benefit \$15,000
2019-2020 \$175.00/day maximum benefit \$15,000

The \$15,000 cap on sick leave is open to re-negotiation by the Administrators' Association in future contracts.

Administrators planning to retire, must notify the Superintendent no later than December 1 of the year preceding the effective date of said retirement in order to receive prompt payment; those who fail to comply with the notification procedure described herein shall be required to wait for said payment until such time as (1) the money is allocated in the next school budget and (2) the instant the budget comes effective. Administrators leaving under disability retirement are exempt from the 15 year restriction. If an administrator's diseases prior to his/her use of retirement benefit, the 15 year restriction is waived; and his/her estate or beneficiary shall receive benefits as per above.

ARTICLE VI
PAST PRACTICE

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The Board and the Association agree that the current status of the following items shall remain unchanged for the term of this Agreement:

1. **Work Day** -The work day of the administrators is generally eight (8) hours per day with the understanding that administrators shall devote the time necessary to meet the requirements of their positions notwithstanding that greater amounts of time worked may result.
 - a. **Any GCAA member shall attend meetings upon request of the Board. The Board through the Superintendent shall provide ample notification to the GCAA with a minimum of two weeks' notice. These meetings will include but not be limited to: Caucus/Regular Board Meetings, Committee Meeting, Work Sessions, Retreats, etc. However, the following GCAA members must attend monthly Caucus/Regular Board Meetings:**
 - i. **Building Principals and or their designee/s**
 - ii. **Director of Curriculum**
 - iii. **Director of Technology**
 - iv. **Supervisor of Special Education**
2. **Extended Leave of Absence**- All requests shall be in writing to the Superintendent. Such Requests shall be reviewed by the Board pursuant to applicable Board policy, Title 18A of the New Jersey Statutes and any applicable state or federal law.
3. **Jury Duty**- Any administrator summoned for jury duty shall continue to receive full pay from the Board but any compensation, including mileage, which may be paid to the Administrator, shall be endorsed over to the Board.
4. **Cell Phones** - All GCAA members relinquish the district provided cell phones and use their personal cell phones at no cost to the district.

ARTICLE VII
ALL MEMBERS OF THE GLOUCESTER CITY ADMINISTRATORS ASSOCIATION

All members of the Gloucester City Administrators shall be placed on a twelve (12) month contract.

ARTICLE VIII
SICK LEAVE

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- A. The Board recognizes its statutory duty to pay employees of this district in full for days on which they are absent from work for reasons of personal disability or quarantine. All administrators shall receive 15 sick days annually, all of which shall be cumulative.
- B. Sick leave is defined as leave taken by a person steadily employed by the school district who is absent from the assigned post of duty because of personal disability due to illness or injury, or because she/he has been excluded from school by school district's medical inspector as a result of contagious disease in the employee's immediate household.
- C. The Board reserves the right to require of any employee claiming sick leave pay, sufficient proof, including a physician's certification of the employee's illness or disability.
- D. The Board shall consider the application of any eligible employee for an extension of sick leave, pursuant to law, when the employee's own bank of accumulated sick leave is exhausted.

E. The following conditions apply:

1. Eligibility

- a. A sick leave of absence shall commence when the employee or agent, if the employee is sufficiently disabled, reports the absence. A sick leave day, once commenced, may be reinstated as a working day only with the approval of the Superintendent or designee.
- b. Whatever the claims of disability, no day of absence shall be considered to be a sick leave day on which the employee has engaged in or prepared for other gainful employment, has participated in a concerted work stoppage, or has engaged in an activity which would raise doubts regarding the validity of the sick leave request.

2. Proof of Disability

- a. Any employee absent on sick leave may be required to submit a physician's written statement certifying his/her disability, and every employee absent for three or more consecutive sick leave days shall be required to submit such a statement. Such statements may not be presumed to establish the employee's disability conclusively. All employees absent the day before or after a holiday must present a doctor's certificate, or forfeit 1/240 of his/her salary.
- b. Should an employee of the school district, in the opinion of an administrator, show evidence of deviation from normal physical or mental health, the administrator shall report this to the Superintendent who shall recommend a course of action in accordance with Board policy.

3. Duration of Leave

- a. Upon the expiration of all currently earned and accumulated disability leave, the employee may request that the Board grant unpaid leave for the remainder of the school year or to the end of the employee's contract period, whichever comes first. If such leave is granted, the employee's seniority rights shall be preserved and position of employment made available upon return.
- b. Should leave be required beyond the end of the school year, a tenured employee may request that the Board agree to provide a position of like responsibility upon the employee's return.

4. Records

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- a. The personnel records of this district shall show the attendance of each employee, and such days as that employee may be absent shall be recorded with the reason for such absence noted. A record shall be made of the unused sick leave days accumulated by each employee.
- F. The Board shall provide for leaves of absence, in accordance with law and the policies of this Board, for any employee of this district whose absence from duties will be required for a foreseeable event of disability such as childbirth or surgery. Such provisions shall be governed by considerations for the health of employees and the need for continuity in classroom instruction and school operations and the maintenance of a qualified district staff.
- G. The Board reserves the right to specify the point at which such leave shall commence, the length of time for which leave shall continue after the disabling event and the conditions of pay during such leave. The Board shall require disclosure of anticipated disability and the continuing certification of an employee's fitness to perform duties thereafter.
- H. **Effect of Anticipated Disability upon Employment**
1. **Notice.** An employee shall notify his or her supervisor of the anticipated disability as soon as she/he is under medical supervision for condition and a date is projected for the anticipated disability.
 2. **Certification of Fitness.** The employee shall present to his/her supervisor a written statement of his/her physician of the employee's physical capacity to perform duties assigned at the time of notification.
 3. **When, notwithstanding such certification of fitness of the performance of an employee anticipating a disability has substantially declined from that performance demonstrated by said employee at the time immediately prior to the time when notification was given of the condition, or when said employee has been absent more than three consecutive days, the employee shall then be required to submit a physician's statement stating that she/he is physically fit to perform the duties assigned.**
- I. The district need not assume that an employee's statement or his/her physician's statement establishes fitness conclusively, but may require a review and examination by the school physician or a physician selected by the district.
- J. In the event the physician of an employee shall be of a contrary opinion to that of the physician selected by the district, then the school physician and the employee's physician shall agree upon an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in the performance of duties.
- K. If, as a result of such examination, the employee is found to be fit to perform assigned duties, she/he may do so or request a leave of absence in accordance with Paragraph P of this Article.
- L. If, as a result of such examination, the employee is found not to be fit to perform assigned duties, the employee shall be placed on mandatory sick leave with such compassion to which she/he is entitled under the sick leave policies of this Board until proof of recovery satisfactory to the Board is furnished.

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- M. Refusal to submit certification of fitness as required by this policy shall be considered by the Board as grounds for dismissal.
- N. The Board may accept certification of fitness for employment for the period ending four weeks before the anticipated date of disability and for employment commencing four weeks following disability. The Board presumes that the fact the employee's disability will have a disabling effect upon his/her job performance. This presumption of disability serves the administrative purpose as well as enabling the district to secure adequate substantial service in advance by anticipating a date certain on which such service will be required. The employee who is absent in accordance with this section is eligible for sick leave pay in accordance with the policies of this Board.
- O. Administrator Request for Additional Leave for Reasons of Disability
Any employee may request disability leave of absence to commence before the Board requires that s/he leave or extend beyond the period of absence required by the Board following disability. Such request shall be accompanied by a written statement of the employee's physician certifying that s/he is unable to perform the duties of his/her position. Such disability leave shall be subject to the policies of the Board for sick leave.
- P. Administrator Request for Additional Leave for Reasons not Related to Disability
An employee may request leave of absence to commence before the Board requires that s/he leave or to extend beyond the period of absence required by the Board following disability. Such request shall be subject to the Board's policy on leave of absence, and the leave, when granted, shall be without pay.

ARTICLE IX
HOLIDAYS

Holidays shall be taken in accordance with the school calendar. School administrators are not required to work on days officially closed to students, such as Election Day, Religious Holidays, N.J.E.A. Convention, Thanksgiving recess and President's weekend. The days before Thanksgiving, Winter Break, Spring Break, and Memorial Day will be early dismissal days. Administrators may leave as soon as all students and staff have departed from their buildings.

ARTICLE X
VACATIONS

- A. Twenty (20) vacation days shall be granted each twelve-month administrator each year July 1 to June 30. These days are in addition to holidays and other no-school days listed in the regular school calendar.
- B. Vacation time must be approved and coordinated by the Superintendent of Schools.
- C. Every Administrator eligible for vacation must use his/her annual allotment by June 30 of each year, except 5 vacation days which may be used between July and September of the next contract year.
- D. Administrators are required to earn one year's vacation prior to taking any vacation time away from work; exceptions may be made at the discretion of the superintendent. Therefore, vacation time taken during the current school year has been earned during the previous school year with the exceptions noted in C about carry-over. Upon termination of retirement, administrators shall be paid for all earned and unused vacation time accrued during the previous school year as well as the current school year.

ARTICLE XI
PERSONAL LEAVE

- A. The total number of days used for personal leave in any school year may not exceed four. Request for personal leave shall be made at least one day in advance to the Superintendent in writing.
- B. Advance permission is not required in the following situations: serious illness of a member of the immediate family; accident involving personal property, or the person or property of a member of the immediate family; and any unanticipated illness to a member of the immediate family.
- C. In no case shall personal leave be used for extension of a school holiday or vacation, extension of an approved vacation, personal vacation when not provided under the terms of employment, a social event or a convention related to employee's avocation.
- D. Compensation for personal leave shall be in full for approved time off. In case of court Appearance where compensation including mileage is paid to the administrator, he/she shall endorse the check over the Board.
- E. Four unused personal leave day may be converted to sick leave for each administrator.

ARTICLE XII
COMPASSIONATE LEAVE OF ABSENCE

- A. Each Administrator shall be granted without deduction in salary, in the event of death in the immediate family, a period of absence from duty not to exceed five (5) days.
- B. The immediate family is defined to include father, mother, wife or husband, son or daughter, son-in-law, daughter-in-law, brother or sister, brother-in-law, sister-in-law, father-in-law, or mother-in-law, and grandparents, grandchildren, officially recognized domestic partners, relatives residing in the same household, or civil union partners.

ARTICLE XIII
PROFESSIONAL CONFERENCES

- A. Two (2) school administrators in the district shall be permitted annually to attend a National conference with the Superintendent's approval, not to exceed \$2,100.00 each. School administrators are granted permission, at Board of Education expense, to attend State conferences, local one-day conferences and workshops at the discretion of the Superintendent.
- B. Any administrator who attends a Board-paid conference shall submit a written report thereon to the Board through the Superintendent within two weeks following the conference.

ARTICLE XIV
MILEAGE

- A. Mileage to attend approved out-of-district education activities shall be paid at the N.J.O.M.B. rate.

ARTICLE XV
ADMINISTRATIVE VACANCIES

- A. Notice of a vacancy in an administrative position shall be posted in the office of each building principal at least 10 days prior to the final date for application submission. A copy of the notice shall be sent to the Association President at the same time of the posting. The notice shall set forth the position, qualifications, duties and range of compensation.
- B. If qualifications are changed prior to selection, all candidates shall be notified.

ARTICLE XVI
ADMINISTRATOR SALARY SCHEDULES

The provisions of this Agreement shall remain in full force and effect from
July 1, 2017 to June 30, 2020

- a.) Effective July 1, 2017, the base salaries of the Association Administrators shall be increased by 3.00%.
- b.) Effective July 1, 2018, the base salaries of the Association Administrators shall be increased by 3.00%.
- c.) Effective July 1, 2019, the base salaries of the Association Administrators shall be increased by 2.00%.
- d.) All increases are retroactive to the date(s) referenced above.

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BOARD OF EDUCATION OF THE CITY OF GLOUCESTER CITY, NEW JERSEY


Edward Hubbs - Gloucester City Board of Education President


1/17/18
Date


Margaret McDonnell - Board Secretary

GLOUCESTER CITY ADMINISTRATORS' ASSOCIATION


Kristin Kellogg - Negotiations Chair

1/12/18
Date


Janet Kauffmann - Negotiations Committee

1/12/18
Date