

THE GLOUCESTER CITY ADMINSTRATOR'S ASSOCIATION

HEREBY PROPOSES

THIS AGREEMENT BETWEEN THE:

GLOUCESTER CITY BOARD OF EDUCATION

AND

GLOUCESTER CITY ADMINISTRATORS' ASSOCIATION

TO BE IN EFFECT

July 1, 2005 through June 30, 2008

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:
senior high school principal, senior high school assistant principal, junior high school assistant principal, elementary school principals, elementary school assistant principals, elementary assistant principal/director of early childhood, adult high school principal/program for success principal, director of curriculum, director of pupil personnel services, department supervisors, district supervisors (12 month), and director of special education instruction.
- 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 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.

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

Effective July 1, 2005 to June 30, 2007, tuition reimbursement will be given by the Board of Education in good faith. The Board shall reimburse the full costs of tuition up to and not to exceed \$5,000.00 annually to any Administrator successfully completing a course 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 \$17,850.00 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 at a reimbursement amount not to exceed \$5,000.00 per contract year for the first two years of this Agreement.

Effective July 1, 2007 to June 30, 2008, 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 follows:

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 2005-2006, 2006-2007, and 2007-2008 school years, at no cost to the employee, medical insurance, including major medical coverage for each employee and, where applicable, his/her dependents, during his/her participation in the plan (pursuant to the plan's regulations).
- B. The Board of Education will provide during the 2005-2006, 2006-2007, and 2007-2008 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.

ARTICLE V

RETIREMENT/TERMINAL LEAVE BENEFIT

Upon retirement/termination, Administrators who after 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:

2005-2006 - \$70.00/day - maximum benefit \$18,500.00
2006-2007 - \$80.00/day - maximum benefit \$19,500.00
2007-2008 - \$90.00/day - maximum benefit \$20,500.00

Upon retirement/termination, Administrators who after twenty (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:

2005-2006 - \$125.00/day - maximum benefit \$28,000.00
2006-2007 - \$135.00/day - maximum benefit \$30,000.00
2007-2008 - \$145.00/day - maximum benefit \$32,000.00

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) deceases 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

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.

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.

ARTICLE VII

PRINCIPALS/ASSISTANT PRINCIPALS CONTRACT YEARS

All Principals and Assistant Principals shall be placed on a twelve (12) month contract.

ARTICLE VIII

SICK LEAVE

- 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 employees of the district eligible for sick leave shall receive 15 such leave days annually, all of which shall be cumulative. Administrators hired after June 30, 1996, shall receive 12 such sick days annually, all of which shall be cumulative, except for presently employed staff who are promoted from within the district.
- 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 s/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

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 s/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 s/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, s/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 s/he is entitled under the sick leave policies of this Board until proof of recovery satisfactory to the Board is furnished.

- 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. Employee 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.

L. Employment Request for Additional Leave for Reasons not Related to Disability

2. 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. However, all administrators shall work one day of winter break (those days between the date of dismissal from school and the day following New Year's Day) and spring break or charge the day to vacation. 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.

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 1 of the next contract year.

ARTICLE XI

PERSONAL LEAVE

- A. The total number of days used for personal leave in any school year may not exceed three. Request for personal leave shall be made at least one day in advance to the Superintendent in writing and shall state the specific reason for the request. The Superintendent reserves the right to verify such request.
- 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. Personal leave may be taken for the following reasons:
1. Serious illness of a member of the employee's immediate family;
 2. Accident involving the employee's personal property;
 3. Accident involving the person or property of a member of the employee's immediate family;
 4. Court appearance under subpoena or as a litigant or witness or to respond to an official order from another governmental jurisdiction when not brought through the connivance or misconduct of the employee;
 5. Domestic contingency;
 6. Required appearance before a state agency;
 7. Wedding day of the employee or a member of the immediate family;
 8. Religious holiday;
 9. Graduation of self;
 10. Such other good and sufficient reason as may be determined by the Superintendent.

- D. 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.
- E. 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.
- F. Two 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, brother or sister, father-in-law or mother- in-law, and grandparents, or relatives residing in the same household.

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

Mileage to attend approved out-of-district education activities shall be paid at the I.R.S. 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, 2005 to June 30, 2008.

Salary increases for each member of the Administrators Association

Effective	7/1/2005 [5.0%]
	7/1/2006 [5.0%]
	7/1/2007 [5.0%]

IN WITNESS WHEREOF, the parties have hereunto set their hands this day of
2005.

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

Edward C. Hubbs
President

James Devereaux
Secretary

GLOUCESTER CITY ADMINISTRATORS' ASSOCIATION

Jack L. Don
President

Martin T. O'Connor
Vice President

GLOUCESTER CITY ADMINISTRATORS' ASSOCIATION
Gloucester City, New Jersey

_____ I accept the Gloucester City Administrators' Association's contract
proposal for

July 1, 2005 through June 30, 2008.

_____ I reject the Gloucester City Administrators' Association's contract
proposal for

July 1, 2005 through June 30, 2008.