

# NEGOTIATED AGREEMENT

between the  
GALLOWAY TOWNSHIP BOARD OF EDUCATION  
and the  
GALLOWAY TOWNSHIP  
PRINCIPALS AND SUPERVISORS ASSOCIATION

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July 1, 2005 through June 30, 2008

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## PREAMBLE

This Agreement entered into this 23rd day of June, 2005, by and between the Galloway Township Principals and Supervisors Association, hereinafter called the "Association", and the Board of Education of the Township of Galloway, Atlantic County, New Jersey, hereinafter called the "Board", to be effective as of July 1,

2005, and to continue in effect until June 30, 2008, and shall continue in full force and effect from year to year thereafter. References to males shall also include females.

## **ARTICLE I**

### **RECOGNITION**

In accordance with Chapter 123, Public Laws of 1974, the Galloway Township Board of Education hereby recognizes the Galloway Township Principals and Supervisors Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all administrative personnel in the district, whether under contract, on leave, or a per diem basis, employed or to be employed by the Board, but not including the Superintendent of Schools, Assistant Superintendent, Board Secretary/Business Administrator, and all Directors.

**ARTICLE II**

**NEGOTIATIONS PROCEDURE**

A. The Board and the Association shall engage in good faith mutually

bargaining in  
scheduled by

### ARTICLE III

#### GRIEVANCE PROCEDURE

A. Definitions

The term “grievance” means a complaint by any covered employee(s) for inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or contract violation affecting said employee.

The term “Employee” shall mean any member of the bargaining unit as defined in Article I of the Agreement.

The term “representative” shall include the Galloway Township Principals and Supervisors Association or any person designated by the Galloway Township Principals and Supervisors Association or by the Board to act on its or their behalf and to represent it or them.

The term “immediate” superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

The term “party” means an aggrieved member(s) of this contract and/or according to the Table of Organization.

B. Purpose

1. The purpose of this procedure is to secure at the lowest level equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. The intent is also to secure uniform and appropriate method of resolving disputes and problems in a consistent manner. Therefore, this grievance procedure will be the sole method to formally resolve such disputes and the final outcome of this procedure will become the official interpretation and understanding between the Board and the Association.
3. Failure to respond to a grievance within the time limits specified herein will permit the grievance to be presented at the next level. Failure of the grievant to appeal within the time limits specified herein will be deemed to be acceptance of the disposition at the preceding level.

C. Procedure

1. A grievance shall be deemed waived and barred and outside the jurisdiction of the

arbitrator if it is not presented in writing within twenty (20) school days of the occurrence complained of, or within twenty (20) school days after the administrator would be reasonably expected to know of its occurrence.

2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal.

4. An employee shall first discuss his grievance orally with his immediate superior. In the case of a principal, the term "immediate superior" shall be the Superintendent.

5. If the grievance is not resolved to the employee's satisfaction within five (5) school days from the determination referred to in Paragraph 4 above, the employee shall submit his grievance to the Superintendent of Schools in writing, specifying:

- A) the act or omission complained of;
- B) the specific article of the contract or policy alleged to be violated; and
- C) the remedy sought.

6. Within five (5) school days from the receipt of the written grievance (unless a different period is mutually agreed upon) the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

7. Within five (5) school days of said hearing (unless a different period is mutually agreed upon) the Superintendent shall, in writing, advise the employee and his representative, if there be one, of his determination.

8. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 6 and 7, or, in the event a determination by him in accordance with provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) school days of the determination by him, may appeal to the Board of Education.

9. Where an appeal is taken to the Board, there shall be submitted by the appellant:

- A) the writing set forth in Paragraphs 5 and 7; and
- B) a copy of said materials shall be furnished to the Superintendent.

10. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties, who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.

11. The Board shall make a determination within forty-five (45) school days from the receipt of the grievance and shall, in writing, notify the employee, his representative if there be one, the principal and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

12. If the aggrieved person is not satisfied with the disposition of the grievance as determined by the Board, or if no decision has been rendered within the forty-five (45) school days after the

grievance

Was delivered to the Board of Education, a grievance which is based solely upon a claimed violation, misinterpretation or misapplication of the express written terms of this agreement may be submitted to arbitration. In all other grievances, the disposition of the grievance by the Board will be final.

The Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the New Jersey Public Employment Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of the New Jersey Public Employment Relations Commission (PERC) in the selection of an arbitrator.

**ARTICLE IV**

**INSURANCE PROGRAMS**

The Board of Education shall provide for the members of the Galloway Township Principals and Supervisors Association full family health care coverage from beginning of hire, when this contract takes effect for the life of this contract. However, whatever health benefits are reached/decided/contracted for the teachers association (more or less, better or worse) shall be the coverage available for the bargaining unit from whenever such changes with the Galloway Township Teachers Association, if any take effect.

**HEALTH INSURANCE**

**A. Medical Insurance**

The Board agrees to provide full hospitalization (presently Blue Cross, Blue Shield/PACE plus Major Medical). Effective January 1, 2001, the Board will provide the Blue Cross/Blue Shield Blue Select PPO/HMO Plans for all employees and their eligible dependents at no cost to the employee.

The Board agrees to provide full hospitalization under the Blue Cross/Blue Shield Point of Service Plan to all employees hired after January 1, 2004, and their eligible dependents at no cost to the employee. An employee shall have the option of selecting the Blue Cross PACE Traditional Program or Blue Select PPO, and if so, shall be responsible for paying the annual differential amounts..

**B. Prescription Drug Plan**

The Board agrees to provide a co-pay prescription plan for all employees and their eligible dependents. The prescription plan will include contraceptives. Prescription co-pays shall be as follows:

<u>Generic</u>	<u>Preferred</u>	<u>Non Preferred</u>	<u>Mail Order</u>
\$10.00	\$20.00	\$35.00	\$5.00

**C. Dental Care**

The Board agrees to provide full family coverage for a dental health plan (presently Delta Dental) for all employees (presently coverage and 80/20 restoration. Option 2C - \$1,500

**D. Vision Care**

The Board agrees to provide full family coverage for a vision care plan (presently SPECTERA) for all employees (presently option 2).

**E. Opt-Out Provision**

1. The Board agrees to establish a Section 125 (I.R.S. Code) Plan for the purpose of making available a cash option. If an employee selects the cash option, it shall be included in the employee's gross income as compensation. If an employee selects the insurance coverage, the value of such coverage is excludable in the employee's gross income as compensation.

a. An employee otherwise entitled to health insurance coverage shall have the option to voluntarily not participate in the health insurance plan and withdraw from any such coverage. It is understood that the decision to exercise this option rests solely with the employee. In the event an employee makes such election, the Board shall compensate such employee \$2,000.00 (family coverage) or \$1,500.00 (single coverage) in lieu of the plan(s) under which the employee would have been covered. Such cash payment shall be in form of a stipend and shall be paid in two (2) equal installments, the first on December 1st and the second on the last workday for teachers in June of the school year in which the nonparticipation occurs.

D. The administration shall guarantee a minimum of 225 minutes of preparation time each week with a concerted effort to provide a minimum of one preparation period per day of at least forty (40) minutes.

E. The last school day before Thanksgiving and the winter recess shall be half days.

F. Up to one (1) faculty or district wide meeting may be held per month. Such meeting shall not exceed one (1) hour past the end of the teachers' normal workday. Teachers shall receive notification of said meeting(s) at least seven (7) school days in advance of the meeting. Such meetings shall not be held on Fridays or half-days or on a day immediately preceding any school vacation or holiday.

ARTICLE XVI

**NON-TEACHING DUTIES**

- A. **Intent**  
The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:
- B. **Application**  
**List of Non-Teaching Duties**
1. Personnel other than teachers shall perform non-teaching duties and teachers shall not be required to perform the following duties:
    - a. Tabulation of money collected by teachers from students
    - b. Keeping registers
    - c. Correcting standardized tests used at the direction of the Board or the Administration.
  2. **Lunch Period**  
Each teacher is guaranteed a thirty (30) minute duty-free lunch period each day.

## ARTICLE XVII

### SUPPORT PERSONNEL HOLIDAY SCHEDULE

- A. All twelve (12) month support personnel shall receive twelve (12) paid holidays.
- B. All ten (10) month support personnel shall receive eleven (11) paid holidays.
- C. The Board shall establish a holiday calendar annually. The list of holidays will include Christmas and the days immediately preceding and following Christmas, providing such days fall on normal workdays. If either the day preceding or the day following Christmas does not fall on a workday, then it shall not count as one of the holidays.
- D. Support personnel who work on any designated holiday will be paid for such work at regular rates, in addition to the compensation they receive for each such day as a paid holiday under the terms of this Agreement.
- E. All twelve (12) month support personnel shall have the option to take off school holidays without pay with the approval of the Superintendent. The initial request must be made at least five (5) days prior to the day off.



ARTICLE XVIII

**SUPPORT PERSONNEL WORK YEAR**

A. **Secretarial - Personnel**

Twelve (12) month secretarial personnel (July 1- June 30) shall work the school calendar while school is in session in addition to summer.

Ten (10) month secretarial personnel shall work the school calendar observed by teaching staff plus five (5) days before and five (5) days after, but in no event to exceed a total of 195 days, and any reasonable time requested by the Administration. Any employee accepting such work shall be compensated for the additional time at the rates provided herein.

B. **Food Service Personnel**

Food Service employees shall work the school calendar observed by students.

C. **Classroom Assistants and Non-Instructional Assistants**

Classroom assistant and non-instructional assistant employees shall work the school calendar observed by teaching staff, but shall not be required to work in excess of 185 days. Classroom Assistants hired after January 1, 2004, shall only be paid for and work 180 student days plus three (3) additional days (first and second days of school, one (1) in-service day).

D. **Maintenance/Custodial Personnel**

Twelve (12) month maintenance/custodial personnel . . . July 1 – June 30.

E. All ten (10) and twelve (12) month secretarial employees shall not work during emergency closings.

## ARTICLE XIX

### SUPPORT PERSONNEL WORK SCHEDULE

A. **Secretarial Personnel**

1. **Working Hours**

- a. Ten (10) and twelve (12) month secretarial personnel shall normally work eight (8) hours per day. One half hour of each eight (8) hour day shall be a paid lunch. If requested by twelve-month secretarial personnel and with the approval of the Superintendent, summer hours for secretarial/clerical personnel shall consist of seven (7) hours per day inclusive of a ½ hour paid lunch. Summer hours shall commence on the day after the teachers last day of attendance in June and shall end on the teachers first day of attendance in September.
- Ten (10) month secretarial personnel shall not be required to work on the teacher's 186<sup>th</sup> day of work (in-service training).

B. **Food Service**

1. **Working Hours**

Food Service employees shall work four (4) or six (6) hours or as required by position.

C. **Classroom Assistants and Non-Instructional Assistants**

1. **Working Hours**

The working hours of classroom assistants and non-instructional assistants shall be the same as those of the teachers in the schools in which they are assigned.

D. **Maintenance/Custodial Personnel**

1. **Working Hours**

- a. Maintenance/Custodial Personnel shall normally work eight (8) hours per day. One half hour of each eight (8) hour day shall be a paid lunch.

E. **Overtime**

Support personnel who work more than 40 hours in any work week, including lunch periods, will be paid at the rate of time and one half (1½) for all time worked after the first 40 hours. Overtime must be requested and approved by the responsible administrator. Overtime shall be offered on a seniority basis and according to a rotating schedule per building to include all personnel in that job classification.

F. **Support Personnel**

Support Personnel shall receive one and one half times (1 1/2) their regular salary for any time worked beyond their 40-hour workweek on those days when there is a shortage of personnel due to the unavailability of substitutes. In such cases, they shall receive additional salary rather than compensatory time.

All unit employees shall be compensated for attendance at any and all meetings/workshops outside his/her normal workday. Compensation shall be at the support personnel's regular rate of pay or at his/her overtime rate, if applicable. When support personnel are requested to attend such meetings, they shall be given advance written notice of at least five (5) working days.

On the last day of school before Thanksgiving, all support staff employees shall be permitted to leave upon the completion of their work.

**ARTICLE XX**  
**SUPPORT PERSONNEL VACATION SCHEDULE**

A.	Twelve (12) month support personnel:	<u>VACATIONS</u>
	1 year experience in district	5 days
	2 years experience in district	10 days
	5 years experience in district	15 days
	10 years experience in district	20 days

Support personnel shall arrange vacation periods with the approval of the Superintendent.

Support personnel shall move to the next category on July 1 after their respective anniversary date as per chart above.

- B. Vacations shall take effect on July 1 of each year. Support personnel having worked less than one (1) year shall receive one half-day vacation for each month worked prior to July 1 up to the limits specified above.
- C. For ten (10) month support personnel each ten (10) months of employment shall be considered a full year. For twelve (12) month support personnel, each twelve (12) months of employment shall be considered a full year.
- D. Vacations will be granted only at times of the year when they will not interfere with the normal operation of the school--generally during July.
- E. The Board may, from time to time, have support personnel provide advance information concerning the tentative time of taking vacations. Subject to this and Section D above, requests for vacation must be submitted to the support personnel's immediate supervisor at least two (2) weeks in advance.
- F. If support personnel are unable because of the employer to use all vacation time in a contract year, support personnel shall be reimbursed at the rate as per salary schedule no later than June 30.

- G. Vacation requests from September 1 to June 15 will be normally limited to one (1) week in length. However, under unusual circumstances, additional time may be granted at the Superintendent's discretion.
- H. Requests for vacations must be made on the appropriate form. A signed copy will be returned to the support personnel as soon as a decision can be made.
- I. Ten (10) month support personnel changing to a twelve (12) month position will have time bridged (months of experience in district divided by twelve) to calculate vacation time.

ARTICLE XXI

**REDUCTION IN RANK OR JOB CLASSIFICATION FOR SUPPORT PERSONNEL**

- A. Any support personnel reduced in rank or job classification, regardless of compensation, may request and receive from the Superintendent or his designee reasons for such reduction not later than fifteen (15) working days following receipt of such request. Requests shall be made within fifteen (15) working days of either the effective date of reduction in rank or job classification, or of the date on which the support personnel was formally notified.

**ARTICLE XXII**

**SENIORITY AND JOB SECURITY FOR SUPPORT PERSONNEL**

- A. School District seniority is defined as service by appointed support personnel in the School District in the collective bargaining unit covered by this Agreement.
- B. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the support personnel shall be laid off in the reverse order of district-wide seniority of all support personnel in the district in the appropriate category (secretary, clerk-typist/receptionist, food service personnel, classroom assistant, custodian and maintenance man). Any support personnel laid off shall be placed on a roster for a period of two years from the date of lay-off. Recalls shall be based on seniority in the category. This provision will be applicable to clerical employees with not less than three years service in the District and to food service employees with not less than two years service in the District.
- C. In the event of a reduction in force, support personnel with unfavorable evaluations made during the contract year shall be considered before seniority list is used as per paragraph B.
- D. All notice of job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board at least ten (10) working days before the closing date for applications. A copy of each such vacancy notice shall be sent to the Association.

**ARTICLE XXIII**

**VOLUNTARY TRANSFER, REASSIGNMENTS AND PROMOTIONS**

A. **Notification of Vacancies**

1. **Date**

The Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the school year.

2. **Filing requests**

Employees who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statements shall include the school or schools to which he desires to be transferred in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than April 30.

B. **Notice of Involuntary Transfer or Reassignment**

Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable. An explanation will be given at that time.

**ARTICLE XXIV**

**EMPLOYEE EVALUATION**

- A. Administrators, supervisors or directors shall keep employees informed as to whether or not the kind of service they are rendering is satisfactory in terms of the standard of the school district. Written evaluation reports are to be sent to the employees by the supervisors with copies forwarded to the Superintendent.
- B. Evaluation reports shall include strengths, weaknesses, and specific suggestions for improvement and any other statements deemed appropriate by administration.
- C. Written evaluation shall be given to the employee for his/her signature and comments prior to submission of the reports to the Superintendent.

#### ARTICLE XXV

#### FAIR DISMISSAL PROCEDURE FOR SUPPORT PERSONNEL

- A. **Procedure**
  - 1. **Date**

On or before June 1 of each year, the Board shall give to each support personnel continuously employed since the preceding September 30 either:

    - a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
    - b. A written notice such employment shall not be offered.
- B. **Disciplinary Action**

In the event of an infraction directly related to job performance and school regulations by a non-instructional employee, it shall be the policy of the Board to apply the statutes of the State and the policies of this Board with equal consideration to each support personnel.

The Board reserves the right to impose financial penalties for disciplinary reasons. However, where a support personnel fails or refuses to perform contracted work without acceptable reason, the Superintendent may deduct without further authorization wages reasonably related to the time not worked.

The Superintendent shall prepare disciplinary rules for situations most often encountered which provide for progressive penalties, including where appropriate, verbal warning, written warning, transfer, freezing annual wages and dismissal.

In the event it became necessary to take disciplinary action against support personnel a notice in concise language shall be sent to the employee specifying:

1. The specific acts and omissions upon which the disciplinary action is based.
2. A statement of the cause for the action taken.
3. A quotation of the regulation which is claimed the support personnel violated.
4. A date when the support personnel may be heard if he so wishes.
5. The penalty that may be suffered as a result of the support personnel's acts or omissions.
6. Rules for administrative hearings.

#### ARTICLE XXVI

#### **RECLASSIFICATION PROCEDURE FOR SUPPORT PERSONNEL**

- A. A request for reclassification of a position may be initiated in writing by a support personnel when he believes that:
  1. Significant change in the duties and responsibilities of his position has occurred.
  2. The responsibilities and duties of his position are identical to those of another position in the District with a higher classification.
- B. The Superintendent shall conduct, or cause to be conducted, a review of the duties and responsibilities of the position, and, on the basis of this review will either recommend reclassification of the position to the Board or decide not to recommend a change. In either case, he will advise the support personnel of his decision in writing.
- C. A claim violation of this article will not be subject to review under the grievance procedure provided in Article III.



ARTICLE XXVII  
EMPLOYEE-ADMINISTRATION LIAISON

- A. The Association's representatives will include the Association President and one representative from each location and shall meet with the Superintendent at least once every calendar quarter during the year to review and discuss current problems and practices of mutual interests and the administration of this Agreement or at the request of either party by mutual consent, after working hours at the convenience of the Superintendent.
- B. It is clearly understood that these representatives are not to be construed in any way as a negotiating team and are without the power to modify the current Agreement.

ARTICLE XXVIII  
YEAR ROUND SCHOOL

- A. The Board reserves the right to enter into a Year Round School Year. If such a decision is made, the Board agrees to negotiate the impact on the terms and conditions of employment with the Association.

**E. Opt-Out Provision**

1. The Board agrees to establish a Section 125 (I.R.S. Code) Plan for the purpose of making available a cash option. If an employee selects the cash option, it shall be included in the employee's gross income as compensation. If an employee selects the insurance coverage, the value of such coverage is excludable in the employee's gross income as compensation.
  - a. An employee otherwise entitled to health insurance coverage shall have the option to voluntarily not participate in the health insurance plan and withdraw from any such coverage. It is understood that the decision to exercise this option rests solely with the employee. In the event an employee makes such election, the Board shall compensate such employee \$2,000.00 (family coverage) or \$1500.00 (single coverage) in lieu of the plan(s) under which the employee would have been covered. Such cash payment shall be in form of a stipend and shall be paid in two (2) equal installments, the first on December 1<sup>st</sup> and the second on the last workday for teachers in June of the school year in which the non-participation occurs.
  - b. In order for an employee to be eligible to elect this cash option, for the health insurance plan, an employee must provide documentation to the Board that they are covered under an alternative health insurance plan.
  - c. All withdrawals shall be for a full year (July 1 through June 30). Written notification of an employee's intent to elect this withdrawal option must be filed with the Board during the normal re-opener period. Employees may either re-elect the option of withdrawal during each re-opener period or elect to re-enroll in the insurance plan(s) offered by the District. Prior to each re-opener period, the Board's insurance carrier and/or representative shall hold a meeting with employees considering to elect to withdraw from the District's insurance plan and shall apprise them of any and all benefits and/or risks involved should the employee elect such waiver
2. Notwithstanding the above, an employee who has a change in status (e.g., termination of employment, death, separation, divorce, etc.) which causes the employee to lose his alternate health insurance coverage shall be entitled to re-enroll in the health plan during the year provided the employee provided the Board with notice of the change of status within sixty (60) days of the event causing such change. The Board's obligation for the cash option shall be prorated for the employee subject to a change in status. If the District's health plan does not accept the employee, the District will find a comparable plan and pay the premium up to the current amount paid for employees in the District's plan. Additional costs above the current cost incurred will be the responsibility of the employee. The employee will be re-enrolled in the District's plan at the first permissible date.
3. Return to the insurance plan(s) for reasons other than a change in status is subject to the terms of the carrier.
4. The "125 Plan" shall allow for a "sheltering benefit" for unreimbursed medical expenses and/or dependent care. Any administrative fee for this "sheltering benefit" shall be paid by the employee.

**F. Group Health Insurance for Retirees**

Employees with ten (10) years of service in Galloway Township shall be eligible to participate at their own expense in the group health insurance programs upon retirement. Employees must have

ten (10) years of continuous service in Galloway Township prior to retirement.

#### **ARTICLE IV**

#### **EMPLOYEE RIGHTS AND PRIVILEGES**

A. **Statutory Savings Clause**

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

B. **Just Cause Provision**

No employee shall be disciplined, reprimanded, reduced in rank or compensation, given an adverse evaluation of his professional services or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

C. **Required Meetings or Hearings**

Whenever any employee is required to appear before the Superintendent or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment or the salary of any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meetings or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meetings or interview.

D. **Criticism of Employees**

Any criticism by the Superintendent, a supervisor, administrator or Board member of an employee (or his instructional methodology) shall be made in confidence and not in the presence of students, parents, or other public gatherings.

E. **Exclusive Rights**

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and support personnel and to no other organizations.

plan and pay the premium up to the current amount paid for employees in the District's plan. Additional costs above the current cost incurred will be the responsibility of the employee. The employee will be re-enrolled in the District's plan at the first permissible date.

3. Return to the insurance plan(s) for reasons other than a change in status is subject to the terms of the carrier.

4. The "125 Plan" shall allow for a "sheltering benefit" for unreimbursed medical expenses and/or dependent care. Any administrative fee for this "sheltering benefit" shall be paid by the employee.

**F. Group Health Insurance for Retirees**

Employees with ten (10) years of service in Galloway Township shall be eligible to participate at their own expense in the group health

Insurance programs upon retirement. Employees must have ten (10) years of continuous service in Galloway Township prior to retirement

**ARTICLE V**

**VACATION POLICY**

All members of this Association shall work the teachers' calendar (Principals and Supervisors, however, are twelve (12) month employees.

All twelve (12) month Administrators shall receive 20 days per year. Newly hired administrators during the 2005-2008 contract years shall receive:

- Year 1 15 Days
- Year 2 16 Days
- Year 3 17 Days
- Year 4 18 Days
- Year 5 19 Days
- Year 6 20 Days

Assistant Principals work 22 days during July and August. Up to three (3) additional days may be requested by the principal and granted at the discretion of Superintendent. The additional days shall be compensated by comp. days during the school year.

A. **Teacher Employment**

1. A teacher upon being hired from another system shall be entitled to transfer any number of sick days previously accumulated in that system at the recommendation of the Superintendent, but final agreement of the Board of Education upon hiring.
2. Teachers who are required to use their own automobile in the performance of their duties outside the school district may be reimbursed at the IRS rate in effect on July 1 of the contract year per mile from the starting school or home, whichever may be closer. It is understood that travel expenses to district workshops, seminars, and other special meetings will not be reimbursed.
3. It is understood that the Superintendent of Schools be given bargaining privileges when hiring incoming teachers, commensurate with years of experience, but is contingent upon final agreement by the Board upon hiring.
4. No teacher shall be required to attend any school activities outside of the normal teaching hours, without adequate compensation, such compensation to be determined through negotiations between the Board and the Association.
5. Teachers employed subsequent to the ninetieth (90) students' attendance day of any

school year shall receive no credit for their employment period through June 30th of that year. Employees hired on or before the ninetieth (90) students' attendance day shall receive full credit for experience for that teaching year. Should a teacher not receive the increment based upon this provision, he shall be placed on the same step at which he was employed and shall be paid in accordance with the rate of pay as specified for that step on the teachers' guide in effect for that contract period.

**B. Support Personnel Employment**

**1. Placement on Salary Schedule**

Any 10-month support personnel hired on or before the ninetieth (90) students' attendance day shall be given full credit for one (1) year of service toward the next increment step for the following year. Any 12-month support personnel employed prior to or beginning the 1st working day of January of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

**2. Resignation**

- a. Any support personnel resigning from his position shall give the normal two weeks notice.
- b. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.
- c. If the full two weeks notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten full working days shall be used in calculating the amount of notice given by the support personnel.
- d. Support personnel discharged for cause will not be given accrued vacation for the current year.

**3. Notification of Contract and Salary**

Support personnel shall be notified of their contract and salary status for the ensuing year no later than June 1.

C. Employees shall not be required to drive students. An employee may do so with the advance approval of his principal or immediate supervisor.

D. Employees using their automobile for school business shall be reimbursed at the IRS rate per mile in effect on July 1 of the current contract year. Mileage vouchers if over \$25 shall be paid quarterly during the school year. If an individual misses one of the quarterly submission dates or does not have \$25 of reimbursable expenditures, the vouchers may be submitted in the month(s) following the end of a quarter.

**ARTICLE VII**

**LEAVES OF ABSENCE**

A. This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for one (1) year, and unused personal days shall be transferred to the employees sick leave accumulation in the next school year.

**1. Death in the Immediate Family**

An allowance of up to five (5) days leave shall be granted. Immediate family shall be considered as father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, and grandparents, or any member of the immediate household.

**2. Serious Illness in the Immediate Family**

An allowance of up to three (3) days leave shall be granted. (Immediate family same as [1] above).

### 3. **Death of Other Relatives**

An allowance of one (1) day leave shall be granted.

### 4. **Personal**

An allowance of up to three (3) days leave of absence for personal, legal business, household, family matters, or religious holidays which require absence during school hours shall be granted to each employee.

### 5. **Maternity Leave/Child Rearing Leave/Adoption Leave**

a. Disability related to pregnancy shall be treated as any other physical disability.

b. The Board shall grant an unpaid Maternity Leave/Child Rearing Leave/Adoption Leave to any employee upon request subject to the following:

(1) Said leave shall not exceed eighteen (18) months;

(2) The employee shall have the option of maintaining insurances through the Board of Education's carriers at the employees expense;

(3) An employee shall notify the Board four months prior to their return date.

(4) The employee shall have the option of returning to active employment on any of the following dates: September 1 or the first day of the second half of the year commensurate with the closest marking period.

(5) The above dates shall not apply to an employee using disability leave before and after childbirth.

(6) **Illness in the Family**

A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board and/or Superintendent.

B. Additional personal leave days may be granted at the discretion of the Superintendent. The Superintendent may grant additional personal leave for legal obligations or personal hardships on any working day.

C. For the protection of the employee and for proper payroll accounts and audit, every absence must be accounted for in writing and reported to the Superintendent.

### D. **Jury Duty**

The Board will insure all employees against loss of pay occasioned by a call to jury duty.

Employees called for jury duty shall report same to the appropriate administrator or supervisor.

They will receive full pay if they endorse the check received from the court or pay the amount

shown on their record slip less travel allowance. While on jury duty, employees are required to

report daily their schedule for the following day and must report to work when excused for half a

day or more to prevent loss of pay. The time spent on jury duty will not be charged against

personal leave and will count as time on the job.

## ARTICLE VIII

### ADMINISTRATORS RIGHTS AND BENEFITS

- A. Nontenured administrators shall be evaluated at least three (3) times per Fiscal year commencing July 1 and concluding June 30 by the Superintendent or Assistant Superintendent. Tenured administrators shall be reevaluated at least once per year by the Superintendent. An appropriate evaluation form shall be mutually developed by the Association and the Superintendent. All such evaluations shall be made in writing, followed within five (5) days by a conference with the administrator and an opportunity to disagree or concur with its content verbally and in writing. Nontenured administrators shall be afforded the rights guaranteed under the New Jersey Commissioner's Decision of Hicks vs. The Pemberton Township Board of Education. All such correspondence shall become part of the administrator's personnel file.
- B. All other administrators shall be evaluated by their immediate superior in accordance with the procedure outlined above. An appropriate evaluation form and procedure shall be designed jointly by the Association and the Superintendent of Schools.
- C. All personnel represented by the Association shall be permitted reasonable perusal of their complete personnel file and be permitted an opportunity to place written communication in such file in response to material placed in the file.
- D. Prior notice to appear before the Board, or any committee or member, including the Superintendent of Schools, concerning any matter which could adversely affect the continuation of that administrator in his office, position, or employment, or the salary or any increments pertaining thereto, shall be given in writing and shall include the reasons for such meeting or interview.
- E. An administrator shall be entitled to representation of the Association to advise and represent at any meeting or interview with the Superintendent, Board or Committee of Board members thereof which might adversely affect his employment status.
- F. Should an administrator be relieved of his duties, the Board may pay an administrator full pay until such time as a decision is rendered adversely by the Commissioner of Education.

Contracts will be issued and salaries established for all administrative employees no later than May 15 of each year.

on sabbatical leave shall receive the scheduled increment and/or adjustments in salary, and credit toward retirement the same as he would have received were he occupying his regular assignment. An employee must return to work for one full year in order to receive tuition reimbursement for courses taken while on sabbatical.



- D. The number of persons given sabbatical leave in any one year shall not exceed one (1) percent (minimum of one person) of the total number of instructional employees. The number of leaves granted shall be distributed throughout the system. If the number requesting sabbatical leave exceeds the number of such leaves available as determined by the Board, the selection shall be based on (1) the estimated value of the plan to the individual and to the school system, (2) the amount of seniority, and (3) the length of time since the last sabbatical leave.

#### **ARTICLE IX**

#### **RESPONSIBILITIES**

##### **A. Attendance at Board of Education Meetings**

One (1) Association member shall be in attendance at each "regular" Board of Education meeting.

##### **B. Job Fair**

All Administrators shall participate in the annual "Job Fair" for one evening (not to exceed four (4) hours) during the 2005-2006 contract year.

All administrators shall participate in the annual "Job Fair" or a similar evening event after the normal workday (not to exceed four (4) hours during each of the remaining two (2006-2007 and 2007-2008) contract years.

#### **ARTICLE X**

#### **SALARY**

The following represents the agreement between the Galloway Township Board of Education and the Galloway Township Principals and Supervisors Association for the period of July 1, 2005 to June 30, 2008.

- A. Administrators upon earning Masters +15 will receive an additional \$500.00 to become part of the base (one time payment).

Administrators upon earning Masters +30 will receive an additional \$500.00 to become part of the base (one time payment).

Administrators upon earning Masters +45 will receive an additional \$500.00 to become part of the base (one time payment).

Administrators upon earning Doctorate will receive an additional \$500.00 to become part of the base (one time payment).

The above will only add those figures when each step is newly attained.

- B. Administrators will be allowed in 2005 up to nine hundred dollars (\$900.00) in year one, nine hundred twenty-five dollars (\$925.00) in year two, and nine hundred fifty dollars (\$950.00) in year three for the cost of professional dues for NJPSA and a national Association.

- C. Salary for the 2005-2008 contract shall be as follows:  
Each member of the Association's salary for 2004-2005 be increased by (.007) prior to calculating the 2005-2006 salary.

Salary increases:

2005-2006 4.2%

2006-2007 4.2%  
 2007-2008 4.2%  
 (Calculation as agreed / % times the base salary)

D. Minimum starting salaries for 2005-2008 shall be the following:

Principal	\$71,000
Assistant Principal	\$61,000
Supervisor	\$67,000

spent the following number of continuous years of service in the district, shall be compensated as follows:

10 years	\$800
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## ARTICLE VI

### SICK LEAVE

- A. Administrators shall be granted fifteen (15) sick days per fiscal year commencing July 1 and concluding June 30. Any unused sick leave shall be cumulative from year to year, and each Association member shall receive an annual accounting of days accrued.
- B. Arrangements of additional sick leave in cases of emergency may be made at the discretion of the Board.
- C. All administrators, upon retirement shall receive reimbursement at the rate of \$100.00 per day for the first 100 days of accumulated sick leave, and at the rate of \$75.00 per day for the remaining accumulated sick leave, to be capped at \$17,500.00 All administrators, upon separation of service with ten years of service in Galloway Township shall receive the same.
- E. Longevity increases will be paid each administrator who, having spent the following number of continuous years of service in the district, shall be compensated as follows:
 

10 years	\$1,000
15 years	\$1,100
20 years	\$1,200
25 years	\$1,300
30 years	\$1,500
- F. Mileage—Administrators will be reimbursed at the same rate as received by teachers while using their cars for school related business outside of the boundaries of the district, except when administrators are assigned to more than one location. In that case, mileage will be reimbursed within the boundaries of the district as well.
- G. Tuition reimbursement—Each administrator will be allotted for graduate level training \$1,500 during the 2005-2006 contract year; \$1,600 during the 2006-2007 contract year; and \$1,700 during the 2007-2008 contract year. A pool of \$12,000 shall be set aside for each contract year. Application times, dates, or forms for approval to be mutually agreed upon by both parties. Any administrator who receives any tuition reimbursement and separates from service prior to fulfilling a three (3) year period from his/her receiving reimbursement shall be obligated to reimburse the Board of Education for all tuition received during the 2005-2008 contract.

H. Tenured administrators are entitled to one complete physical examination every three years by the school district's physician. The examination is to include an EKG, blood work, stress test, and chest x-ray.

I. The Board of Education shall grant an unpaid Maternity Leave/Child Rearing/Adoption Leave to any administrator, upon request, subject to the following:

1. Said leave shall not exceed eighteen (18) months.
2. The administrator shall have the option of maintaining insurances through the Board of Education's carriers, at the administrator's expense.
3. The administrator shall notify the Board four (4) months prior to their return date.

This Agreement, when signed by the parties to this contract, shall become Effective for the period beginning July 1, 2005 and continue in full force and effect until replaced by a successor Agreement, mutually agreed to by the parties.

#### **ARTICLE XI**

#### **DEDUCTION OF DUES**

Pursuant to the provision of Chapter 310 or the Laws of 1967 (R.S. 52:14-15.9e) as amended by Chapter 233 of the Laws of 1969, whenever any employee shall indicate in writing to the Board his desire to have deduction made from his compensation for the purpose of paying the employee's dues to the Association, said dues shall be deducted as requested by such employees, and the monies so deducted shall be transmitted to the Association designated by the employee in such request.

#### **ARTICLE XII**

#### **MISCELLANEOUS**

- A. The negotiated Agreement between the Board and the Association will be printed and distributed at Board and Association expense as soon as possible.
- B. Should this Agreement conclude prior to the completion of a succeeding Agreement, the provisions herein shall be continued until the acceptance of such contract officially by both parties.
- C. Nothing herein shall be changed, altered, or deleted without mutual consent of the Board and the Association

IN WITNESS WHEREOF we have hereunto set our hands and seals the day and year first above written, and all officers whose signatures are affixed verify that this Agreement has been duly ratified by each respective party and such officer is authorized to affix his signature hereto.

President, Galloway Twp. Principals and Supervisors Assoc.

President, Galloway Township Board of Education

Secretary, Galloway Twp. Principals and Supervisors Assoc.

Secretary, Galloway Township Board of Education