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AGREEMENT

GLOUCESTER CITY BOARD OF EDUCATION

AND

GLOUCESTER CITY ADMINISTRATOR'S ASSOCIATION

July 1, 1990 through June 30, 1993

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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 assistant principal, elementary school principal, elementary school assistant principal, neighborhood schools principal, neighborhood schools assistant principal, adult evening school principal, director of pupil personnel services, department supervisors, athletic director.

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 difference 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 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 chairman of Personnel and Negotiation Committees) and the Superintendent of Schools who will be chairman 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 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 EDUCATIONAL IMPROVEMENT

Effective July 1, 1990 to June 30, 1993, the Board shall reimburse the full costs to any Administrator successfully completing a course of 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 being taken 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 \$8,000.00 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.

ARTICLE IV

HEALTH INSURANCE

The Board of Education will provide, on the same terms and conditions as for the teachers, medical coverage with the New Jersey Health Benefits Plan, specifically series 1420 of the Blue Cross-Blue Shield and Major Medical coverage for the employee and dependents during his or her participation in the plan (pursuant to the plan's regulations) and while employed by the Board during the term of this Agreement.

The Board of Education agrees that during the term of this Agreement, it will provide full dental coverage for the employee and their dependents on the same terms and conditions as for the teachers. During this time, there shall be no duplication of dental coverage, (i.e., if employee's spouse has dental coverage, either for himself or herself and/or dependents, the Board of Education shall not be required to duplicate such coverage.)

For the term of this Agreement, the Board of Education will provide prescription coverage (two dollars - \$2.00) co-pay per prescription plan (which excludes oral contraceptives) to each Administrator and, where applicable, his/her dependents on the

same terms and conditions as for teachers. However, the Board shall not be required to provide duplicate prescription coverage if the Administrator's spouse has prescription insurance. Under this provision, the maximum annual cost to the district shall not exceed three hundred and twenty five (\$325.00) per Administrator.

ARTICLE V

RETIREMENT/TERMINAL LEASE BENEFIT

Upon retirement Administrators who after fifteen (15) years of continuous service in the Gloucester City School System shall be paid for accumulated sick leave days for those days over eighty (80) days in accordance with the following schedule:

1990-91 - Eighteen dollars and fifty cents (\$18.50) per day.

1991-92 - Twenty dollars (\$20.00) per day.

1992-93 - Twenty-one dollars and fifty cents (\$21.50) per day.

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 budget becomes effective.

Administrators leaving under disability retirement are exempt from the fifteen (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
2. Professional Organizations
3. Extended Leave of Absence
4. Jury Duty Pay
5. Consulting After Retirement

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.

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 the 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 any 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 3 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 1/200 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 agrees 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 of 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 the 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 by 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 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 3 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 to be fit to perform assigned duties, the employee shall be placed on mandatory sick leave with such compensation 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 4 weeks before the anticipated

date of disability and for employment commencing 4 weeks following disability. The Board presumes that the fact of 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 substitutional 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

1. Any employee may request disability 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 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 this Board for sick leave.

P. Employee Request for Additional Leave for Reasons not Related to Disability

1. 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 year calendar. However, building principals shall work one day of the spring break. Winter break (those days between the date of dismissal from school and the day following New Year's Day) are considered holidays for all school administrators except that building principals shall report to school for one day in order to prepare for school opening. 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 to 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 each school year. No vacation days shall be permitted to carry over from year-to-year.

ARTICLE XI

PERSONAL LEAVE

A. The total number of days used for personal leave in any school year may not exceed 3. 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 immediately 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 about 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, except in the case of court appearance wherein the difference between the employee's regular earnings and the amount received from a court will be paid.

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. One (1) school administrator in the district shall be permitted annually to attend, a national conference at Board of

Education expense. The national conference and the Administrator shall be approved by the Superintendent of Schools. All school administrators are granted permission to attend State Conferences yearly at Board of Education expense. Local/1 day conferences and all workshops are granted at discretion of the Superintendent of Schools.

ARTICLE XIV

MILEAGE

Mileage to attend approved out-of-district educational activities shall be 22 cents per mile.

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

Administrators shall be paid for the 1990-91, 1991-92 and 1992-93 school years in accordance with the salary schedules attached hereto as Schedules A and B.

ARTICLE XVII

DURATION

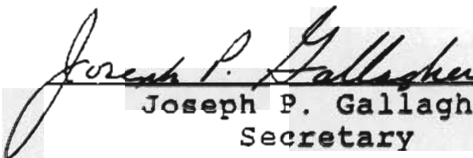
The provisions of this Agreement shall remain in full force and effect from July 1, 1990 to June 30, 1993.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 13th day of December, 1990.

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

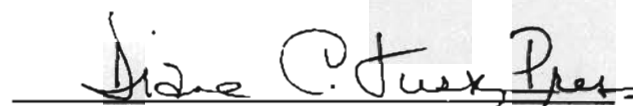


Theresa A. Graham
President

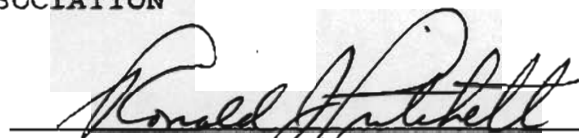


Joseph P. Gallagher
Secretary

GLOUCESTER CITY ADMINISTRATORS' ASSOCIATION



Diane Lusk
President



Witness

SCHEDULE A

PRINCIPALS (12 MONTHS)

<u>Title</u>	<u>Name</u>	<u>Salary</u>		
		<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
Sr/Jr High School Principal	R. J. Pritchett	\$64,769	\$68,969	\$73,169
Senior High School Vice Principal	L. J. Dunn	53,774	57,974	62,170
Junior High School Principal	J. Kelly	49,272	53,472	57,672
M.E. Costello School Principal	M. T. O'Connor	53,162	57,666	62,170
M.E. Costello School Assistant Principal	S. Blake	44,476	48,676	52,876
Neighborhood Schools Principal	R. Jackson	53,770	57,970	62,170
Neighborhood Schools Assistant Principal	V. J. Zeccola	50,013	54,213	58,413
Adult School Principal	J. D. Hale	48,244	52,444	56,644
Director - Pupil Personnel	A. DiPatri	49,996	54,196	58,396

The above salaries include increases as follows:

1990-91	\$4,200
1991-92	4,200
1992-93	4,200

NOTE: The salary of M. T. O'Connor was further adjusted by adding an additional sum of \$304 each year of the Agreement.

SCHEDULE B

SUPERVISORS (10 MONTHS)

<u>Title</u>	<u>Name</u>	<u>Salary</u>		
		<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
High School Supervisor	R. McQuillan	\$44,082	\$47,875	\$52,075
Athletic Director	B. C. Miller	48,257	52,375	56,575
High School Supervisor	R. F. Schairer	44,082	47,875	52,075
High School Supervisor	E. Shodder	41,886	48,600	52,800
High School Supervisor	D. C. Lusk	44,082	47,875	52,075
High School Supervisor	M. J. Burke	44,482	48,600	52,800

The above salaries for the 1990-91 and 1991-92 school years are the salaries from the appropriate step of the Teachers' Guide plus a stipend of \$2500. Effective July 1, 1992, the Supervisors' salaries shall be no longer tied to the Teachers' Guide and the 1992-93 salaries have been calculated by increasing the 1991-92 salaries by \$4,200. The aforesaid stipend has also been eliminated.