

Agreement

between the

ATLANTIC COUNTY

SPECIAL SERVICES

A D M I N I S T R A T I V E

ASSOCIATION

and the

ATLANTIC COUNTY

SPECIAL SERVICES

BOARD OF EDUCATION

2. July 1, 2010 through June 30, 2013

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## **PREAMBLE**

**THIS AGREEMENT entered into by and between the BOARD OF EDUCATION OF THE ATLANTIC COUNTY SPECIAL SERVICES DISTRICT, Atlantic County, New Jersey, hereinafter called the “Board,” and the ATLANTIC COUNTY SPECIAL SERVICES ADMINISTRATIVE ASSOCIATION, HEREINAFTER CALLED THE “Association.”**

**The Board and Association shall enter into negotiations in accordance with the mandates of Chapter 123, Public Laws, 1974, concerning the terms and conditions of employment for all employees in this bargaining unit as enumerated in Article I.**

**Since the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed as follows:**

**ARTICLE I**  
**RECOGNITION**

6. A. The Board hereby recognizes the Atlantic County Special Services Administrative Association as the exclusive and sole representative for collective negotiation concerning grievances and the terms and conditions of employment for the following unit of Administrative personnel:

**Principals**

**Vice Principals**

**Certified Supervisors**

7. B. Terms unless otherwise indicated:

8. 1. Wherever the terms “employees” or “members” of the bargaining unit are used, they shall refer to all the personnel mentioned above.

9. 2. Wherever the term “he” is used, it shall refer to both male and female employees.

## **ARTICLE II**

### ***NEGOTIATION OF SUCCESSOR AGREEMENT***

10. **A. Deadline Date**

11. The parties agree to enter into collective negotiations over a successor Agreement in accordance with NJSA 34:13A et. seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin on or about November 15 of the calendar year preceding the year in which the Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, and be signed by the Board and the Association.

12. **B. Modification**

13. The Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

14. **C. Revision**

15. Consistent with NJSA 34:13A et. seq., the Board shall negotiate with the Association prior to any changes in terms and conditions of employment included as part of this Agreement and contained herein.

16. **D. Negotiating**

17. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals.

18. **E. Selection of Representatives**

19. Neither party in any negotiation shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations. Any disputes over this issue shall not be subject to the grievance procedure, but should be processed through the appropriate forum.



20. **F. Meetings**

21. **Nothing herein precludes representatives of the Board and the Association meeting when necessary for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.**

22. **G. Entire Understanding**

23. **This Agreement incorporates the entire understanding of the parties on all matters which have been the subject of negotiation.**

24.

**ARTICLE III**  
***GRIEVANCE PROCEDURE***

25. **A. Definitions**

26. **1. Grievance**

27. A “Grievance” is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.

28. **2. Aggrieved Person**

29. An “aggrieved person” is the person or persons or the Association making the claim.

30. **B. Purpose**

31. **1.** The purpose of this procedure is to resolve the differences at the lowest possible level. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

32. **2.** Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided adjustment is not inconsistent with the terms of this Agreement.

33. **C. Procedure**

34. **1. Time Limits**

35. A grievance must be filed in writing within twenty (20) calendar days of the event, or the date on which the employee knew or could have reasonably known of the event. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

36. **2. Year End Grievances**

37. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

38. **3. Unable to Resolve Grievance**

39. If an administrator is not empowered to resolve a grievance, then the grievance may be submitted at the next level appropriate for authorized disposition.

40. **4. Level One – Supervisor**

41. Informal – An employee with a grievance may first discuss it with his immediate supervisor with the objective of resolving the matter informally prior to formally filing the grievance.

42. Formal – A grievance to be considered under this procedure shall be initiated by the employee or Association, in writing, within twenty (20) calendar days of its occurrence or when the employee could have reasonably known of the occurrence. A decision shall be made within seven (7) school days after presentation of the grievance at this level.

43. **5. Level Two**

44. The employee no later than ten (10) school days after the receipt of the immediate supervisor's decision may appeal the immediate supervisor's decision to the School Business Administrator. The appeal to the School Business Administrator shall be made in writing. Within a period not to exceed seven (7) school days, the School Business Administrator shall communicate his decision in writing to the employee, immediate supervisor and the Association.

45. **6. Level Three**

46. If the grievant or the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within seven (7) school days after the grievance was delivered to the School Business Administrator, he may within seven (7) school days after a decision by the School Business Administrator or ten (10) days after the grievance was submitted to the School Business Administrator, whichever is sooner, submit the grievance to the Superintendent.

47.

**7. Level Four – Board of Education**

48. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within seven (7) school days after the grievance was delivered to the Superintendent, he may within seven (7) school days after a decision by the Superintendent or ten (10) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance to the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request. The Board shall review the grievance and shall, at the option of the Board, hold a hearing with the aggrieved person and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board.

49.

50. No claim by a unit member shall constitute a grievable matter beyond Level Four, unless required by law, if it pertains to:

51. a. any matter for which a method of review is prescribed by law, or

52. b. any rule or regulation of the State commissioner of Education, or

53. c. any matter which according to law is beyond the scope of the Board authority, or

- 54. d. any complaint of a non-tenured employee which arises by reason of his not being reemployed, or
- 55. e. a complaint by a unit member occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
- 56. 8. Level Five – Arbitration
- 57. If the Association is dissatisfied with the decision of the Board of Education, and if the grievance pertains to a matter of the expressed formal agreement herein between the Board and the Association, the Association may request the appointment of an arbitrator. Such request shall be made known to the superintendent in writing. In order for a grievance to proceed beyond Level Four, such action must be initiated by the Association.
- 58. 9. Procedure for Securing the Service of an Arbitrator
- 59. The following procedure will be used to secure the services of an arbitrator:
  - 60. a. A request will be made to P.E.R.C. to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
  - 61. b. The arbitrator shall function in accordance with the rules and procedures of the New Jersey Public Employment Relations Commission.
  - 62. c. The arbitrator shall limit himself to the issue submitted. He can add nothing to, or subtract anything from, any policy of the Board of Education. However, no policy of the Board shall violate the expressed contractual rights incorporated in this Agreement. The recommendations of the arbitrator shall be binding upon the parties. It is further understood that arbitration is limited to the four (4) corners of the contract.

63. **Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings. It is also understood that in acknowledging binding arbitration of disputes as above set forth, the Association and its members collectively and separately shall not cause, participate, sanction or support any strike or job action against the employing Atlantic County Special Services School District Board of Education.**
64. **d. The arbitrator shall be bound by decision of the Commissioner of Education of New Jersey, decision of the State Board of Education, the decisions of the courts of New Jersey, and all New Jersey Statutes.**

65. **D. Cost**

66. The cost for services of the arbitrator and actual and necessary travel expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

67. **E. Representation**

68. Any individual employee who files a grievance may be represented at all formal stages of the grievance procedure by himself, or at his option, with a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all formal stages of the grievance procedure. Such procedure concerning representation shall not apply to the informal stage.

69. **F. Reprisals**

70. Neither party to the Agreement shall take punitive action against any individual because of participation in, or lack of participation, the grievance procedure.

71. **G. Miscellaneous**

72. 1. All filings, responses and appeals shall be in writing and delivered to the aggrieved person(s) at formal Levels One, Two, and Three setting forth the decision and shall be transmitted promptly to the grievant and to the Association.

73. 2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of the participants.

74. 3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this procedure.

75.

**4. Failure by the grievant to strictly follow the timelines at any step shall mean abandonment of the grievance. Failure by management to follow the timelines at any step shall allow the grievant to process the grievance to the next step. Nothing herein precludes mutual extension of grievance timelines in writing.**



76.

## **ARTICLE IV**

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

77. **A. Right to Organize**

78. Pursuant to NJSA 34:13A et. seq., every employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from such actions. Neither party shall directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by NJSA 4:13A et. seq. or other laws of New Jersey or the Constitutions of New Jersey and the United States, nor shall either party discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership, or lack of membership, in the Association and its affiliates, his participation in any activities of the Association and affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

79. **B. Statutory Savings Clause**

80. Nothing contained herein shall be construed to deny or restrict to either party such rights as they may have under New Jersey School Laws or other applicable laws and regulations.

81. **C. Discipline**

82. No employee shall be disciplined, fined or suspended without compensation except for 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.

83. **D. Evaluations of Staff**

84. The Administrators shall maintain the responsibility to determine professional evaluations of staff within the policies of the school district and as per state regulations.

85. **E. Personnel Records**

86. 1. An employee shall have the right, with reasonable notice, to review the contents of his personnel file, at a mutually scheduled time. an employee shall be entitled to have a representative(s) of the Association accompany him during such review. Review of the documents shall be done in the presence of the Superintendent or his designee. Reasonable requests for copies of materials shall be honored.

87. 2. No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material and the employee shall initial the document to note this acknowledgment. The unit member may file a response of reasonable length which shall also be retained in the file.

88. 3. The Superintendent's personnel file shall be the official file.

89. **F. Meetings/Conferences**

90. Any Administrator required to attend any meeting with parents, students, and/or administrators regarding problems, complaints, and/or concerns about an employee's conduct, decision, action, etc., shall receive prior written notice whenever possible, of such meeting and the reason(s) for such meeting. If requested, and if known, the employee will be advised of each person anticipated to be in attendance.

## **ARTICLE V**

### ***ASSOCIATION RIGHTS AND RESPONSIBILITIES***

**A. Public Information**

**91. The Board agrees to make available to the Association in response to reasonable request from time to time, information in the public domain and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees together with information which may be necessary for the Association to process a grievance or complaint as per the mandates of the Public Right to Know Law currently in effect.**

**92. B. Exclusive Rights**

**93. The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the majority representative of the employees, and to no other organization.**

**94. C. Official Association Business**

**95. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt school operations.**

**96. D. Use of Facilities**

**97. The Association and its representatives shall have the right to use meeting facilities at all reasonable hours.**

**98. E. Use of Mail Facilities**

**99. The Association shall have the right to use the inter-school mail facilities and school mail boxes for routine notices without the approval of the Administration.**

**100. F. Use of School Equipment**

**101. The Association shall have the right to use school facilities and equipment i.e.; copy machines, all current technological equipment at reasonable times when such equipment is not otherwise in use. The**

**Association shall pay for the reasonable cost for all materials and supplies incident to such use. Requests for permission shall be made to the Superintendent by an authorized Association representative.**

**102. G. Released Time for Meetings**

**103. Whenever any representative of the Association is required or expressly permitted to participate during working hours in negotiations, grievance proceedings, conferences or meetings which related to Association business with the Board or Administration, he shall suffer no loss in pay; however, it is agreed that such negotiations, grievance proceedings, conferences or meetings shall be subject to mutual scheduling by the Board of its representatives, and the Association.**

**104. H. Copies of Board Policy**

**105. The Board shall make available to all employees complete copies of the current Board Policy and shall incorporate any changes/additions as soon after adoption as possible.**

**ARTICLE VI**  
***EMPLOYMENT PROCEDURE***

**A. Employment Duties**

**106.** Duties to be performed by all employees shall be within required certification and consistent with each approved job description. Such assignments shall be in accordance with the rules and regulations of the New Jersey Department of Education.

**107. B. Placement on Salary Guide**

**108. 1. Adjustment to Salary Guide**

**109.** Any ten (10)-month employee actively employed prior to February 1<sup>st</sup> of any school year, or any twelve (12)-month employee actively employed prior to January 1<sup>st</sup>, shall be given full credit for one (1) year of service toward the next increment for the following year.

**110. 2. Credit for Experience**

**111.** In accordance with and to the extent required by law, credit shall be granted for all Administrators not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System.

**112. 3. Returning to the District**

**113.** An employee with previous experience in the Longport/Corbin City/Atlantic County Special Services School District Board of Education, who has resigned and who subsequently seeks re-employment with Atlantic County Special Services School District may be credited for all prior active experience including creditable military experience or alternative civilian service required by the Selective Service System, Peace corps, Vista, National Training Corps or Fulbright Scholarship. Such credit shall be at the sole prerogative of the Board.

**114. C. Previous Sick Leave Accumulation**

**115. Employees on approved leaves of absence shall have previously accumulated sick leave benefits restored upon their return to work.**

116. **D. Assigned Duties**

117. **Employees shall be assigned to duties within the purview of their position consistent with their general job description and certification.**

118. **E. Notification of Status**

119. **Employees shall be notified in writing of their contract and salary status for the following year in accordance with law.**

120. **F. Use of Automobile**

121. **1. The Board will reimburse the Administrators a deductible up to \$500.00 in the event that the employee is in an accident while engaged in work.**

122. **2. Mileage reimbursement will be provided to administrators at the state rate consistent with the NJ OMB circular.**

**ARTICLE VII**  
***SALARIES***

**123. A. Salaries**

**124.** The salaries of all members of the unit covered by this Agreement are set forth in the Salary Schedules which are attached hereto and made a part hereof.

**125. B. Method of Payment**

**126. 1. Twelve-Month Employees**

**127.** All twelve (12)-month employees will be paid on the 15<sup>th</sup> and 30<sup>th</sup>. If the 15<sup>th</sup> or 30<sup>th</sup> falls on a Saturday or Sunday, staff will receive their pay on the Friday before.

**128. 2. Ten-Month Employees**

**129.** All ten (10)-month employees will be paid on the 15<sup>th</sup> and 30<sup>th</sup>. If the 15<sup>th</sup> or 30<sup>th</sup> falls on a Saturday or Sunday, staff will receive their pay on the Friday before.

**130. C. Procedure for Withholding Employment or Adjustment Increments**

**131.** Disciplinary actions including withholding of increments, fines or suspensions without pay, shall be subject to the grievance procedure herein except for those actions appropriate to alternate statutory procedures.



**SALARY GUIDES**

*2010-2013*

132. **Compensation**

133. The Board shall pay the Administrators an annual salary in the same manner as salaries are paid to all other board employees. Salaries will increase by the following:

134.

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
136.		3%	2.5% 2.5%

137. with the exception of Janene Ganiel who will be remunerated as follows:

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
139.		\$75,000	2.5% + \$900 2.5% + \$900
140.		(77,775)	(80,619)

141.

142. **Longevity**

143. Employees employed prior to July 1, 2004 shall have their base salaries adjusted to include the following longevity payments:

144. Entering the 9<sup>th</sup> year of district service  
**\$1,250**

145. Entering 14<sup>th</sup> year of district service an additional  
**\$750**

146. Entering 20<sup>th</sup> year of district service an additional  
**\$500**

147. **TOTAL:**  
**\$2,500**

148.

149. Employees hired after July 1, 2004 will not be eligible for longevity.

150.

**ARTICLE VIII**  
***EMPLOYEE FACILITIES***

**The Board shall continue to provide adequate facilities for employee use.**

**1.**

2.

## **ARTICLE IX**

### ***FAIR DISMISSAL PROCEDURE***

3. **A. Notification of Status**

4. **1. Dates**

5. In accordance with law each year, the Board shall give to each non-tenured employee,

6. a. A written offer of re-employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or

7. b. A written notice that such employment shall not be offered.

8. **2. Informal Appearance**

9. In accordance with and to the extent required by law, any non-tenured employee who has received such notice of non-employment shall be entitled to an appearance before the Board, provided a written request for such appearance is received in the office of the Secretary of the Board within ten (10) calendar days after notification of non-employment. Such hearing shall be provided within thirty (30) calendar days and determination shall be provided within an additional three (3) calendar days after the hearing.

**ARTICLE X**  
***EMPLOYEE WORK YEAR***

10.     **A.    Vacation**

11.             1.     As of July 1, employees shall receive twenty (20) vacation days per year. A year is defined as the period of July 1 – June 30. Employees who terminate employment prior to June 30 will be compensated for accrued vacation days at their current per diem rate in accordance with Board Policy and Procedure.

12.             2.     Twenty (20) vacation days will be credited to twelve (12)-month full-time administrative and supervisory personnel on July 1 of each year. New twelve (12)-month full-time administrative and supervisory personnel will receive pro-rated vacation leave from the first full month of employment to June 30. Permanent part-time twelve (12)-month administrative and supervisory employees working a percentage of a full-time position will receive a pro-rated vacation leave according to time worked.

13.             Vacation leave is intended to be used within the year it is received. However, the scheduling of such leave may require a carry-over provision into the following year. Therefore, vacation leave should be used within the contractual year following the year in which it was earned (i.e. vacation earned during the 1990-91 year must be used prior to June 30, 1992).

14.             The Board recognizes the time demands of administering the school district. Therefore, when circumstances warrant, and upon the recommendation of the Superintendent, the Board maintains the right to pay twelve (12)-month full-time administrative/supervisory staff for vacation leave not taken because of the pressure of school district business.

15.             3.     **Accrued Vacation Payout**

16.             Upon retirement, an employee will be compensated for accrued vacation days at their current per diem rate.



17.

**4. Work Year**

18.

**The work year shall be the Board-approved school calendar, plus the balance of time between the last day of school and June 30<sup>th</sup>, plus July and August, and time between September 1 and the start of school, excluding the holidays of July 4<sup>th</sup> and Labor Day. When emergency circumstances warrant, the superintendent may call the employee into work.**

**ARTICLE XI**  
**LEAVES**

19. **A. Sick Leave Definition**

20. In accordance with and as specified by statute, sick leave is defined to mean employee absence from his/her post of duty because of personal disability due to illness or injury, or exclusion from school by the school district's medical inspector because of contagious disease in the immediate household.

21. **B. Sick Days**

22. In accordance with statute, all employees on a ten (10)-month contract shall be entitled to ten (10) sick leave days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit. Twelve (12)-month employees shall have twelve (12) sick leave days per year under the same conditions. Contracts issued for less than the term of ten (10) months will carry sick leave equivalent to one (1) day per month of employment.

23. **C. Lump Sum Payment**

24. Upon retirement from the Atlantic County Special Services School District, in accordance with New Jersey State retirement provisions, the employee shall receive upon retirement a lump-sum payment for each accumulated sick leave day. The amount of payment is subject to a cap in accordance with the chart below:

25. **ADMINISTRATIVE STAFF**

	<u>Amount Per Day</u>	<u>Number of Days</u>	<u>Cap</u>
26.			
27.	\$125	200	\$25,000.00

28.

29. The following additional provisions and restrictions must be complied with:

30. 1. Sick leave payout is capped at \$15,000 for employees starting after May 21, 2010, pursuant to Chapter 3, P.L. 2010.

31.           2.     The employee must have at least fifteen (15) years of active service in the District. (Service with the Corbin City and Longport School Districts shall be creditable for this stipulation.)
32.           3.     Employees formerly employed by the Corbin City Board of Education shall no longer be compensated for sick leave with Savings Bonds.
33.           4.     Eligible employees must have at least seventy-five (75) days of accumulated sick leave in order to receive payment for unused accumulated sick leave. (Former employees of Corbin City shall be given credit for the accumulated sick leave days accrued with Corbin City, as well as those accrued with ACSSSD for purposes of meeting the seventy-five day minimum requirement. However, only the days earned after June 30, 1989, while in the active employment of ACSSSD, shall be monetarily compensated.)
34.           5.     Employees of ACSSSD who have previously accumulated sick leave days while in the employment of the Longport School District shall have all accumulated days compensated, i.e. those days earned with Longport as well as ACSSSD.
35.           6.     The employee must notify the Superintendent, in writing, by January 1<sup>st</sup> of the pre-budget year of his/her intention to retire.
36.           D.     Family Leave
37.           Family leave will be granted, without pay, to eligible employees covered by this Agreement in accordance with the federal Family and Medical Leave Act (“FMLA”) and the New Jersey Family Leave Act (“NJFLA”), and the applicable regulations issued pursuant to these statutes.



38.

## **ARTICLE XII**

### ***TRANSFERS AND REASSIGNMENTS***

39. **A. Posting of Vacancies**

40. The Superintendent shall post a list of job vacancies in each district facility for at least five (5) work days prior to the closing date on the notice. Employees who desire to apply for such vacancies shall submit their applications in writing to the superintendent within the time limit specified in the notice. Nothing herein precludes interim appointments or withdrawal of filling such positions.

41. **B. Transfers**

42. 1. Employees who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which he desires to be transferred in order of preference. The Board retains sole authority concerning transfers.

43. 2. If a permanent vacancy shall be filled by means of involuntary transfer of an employee, then such employee shall be entitled to a conference with the Superintendent prior to the transfer.

44. 3. Employees will be notified in writing of any transfer.

**ARTICLE XIII**  
***EMPLOYEE EVALUATION***

45. **A. Evaluation Definition**

46. It is mutually understood that evaluation is the measure of the overall performance of an employee, and formal observation is but one portion.

47. **B. Evaluation by Supervisor**

48. All employees shall be formally and openly evaluated by their Supervisors as often as deemed necessary during each year. Within ten (10) school days following each observation, a conference shall take place between the employee and his/her immediate Supervisor to identify deficiencies, if any, and to discuss means and methods for correction and improving job performance. Within five (5) school days following the conference(s), the Supervisor shall prepare a formal observation report, setting forth the observation and a summary of the matters discussed in the conference(s). The report shall be presented to the employee who shall sign a completed formal observation form as acknowledgment of its contents. No such report shall be submitted to the Central Office, placed in the employee's file or otherwise acted upon without the conference(s) having taken place. The employee may request a second conference which, if requested, will be held within five (5) school days after the employee's receipt of the formal observation report.

49. **C. Evaluation of Non-tenured Administrator**

50. In accordance with statute, each non-tenured Administrator shall receive at least three (3) formal observations per school year.

51. **D. Evaluation of Tenured Administrator**

52. In accordance with statute, each tenured Administrator shall receive at least one (1) formal observation per school year.

53. **E. Employee File**

54. **If any written material from an employee's file is to be used in a disciplinary hearing against an employee, then a copy of such material shall be made available to the employee concerned prior to the hearing.**
55. **F. Evaluator**
56. **All evaluations shall be done by a certified employee of the Administration.**

**ARTICLE XIV**  
**TEMPORARY LEAVES OF ABSENCE**

57. **A. Types of Leave**

58. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

59. **1. Personal**

60. Three (3) days of leave of absence for personal, legal, business, household or family matters which require absence during school hours may be taken, subject to approval by the Superintendent. Such leave may not be contiguous to a holiday or recess. Application to the Superintendent or other immediate Supervisor for personal leave shall be made at least four (4) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section. Unused personal leave shall be converted to sick leave at the end of each fiscal year (June 30).

61. **2. Professional**

62. Professional days to visit another school district or for professional conferences may be granted by the Superintendent or designee at his sole discretion. Requests must be submitted, in advance, and required costs shall be reimbursed.

63. **3. Legal**

64. If an employee is required to testify by the School District in connection with a legal action, then the time necessary for attendance will be provided to the employee.

65. **4. Jury Duty**

66. Time as necessary to perform Jury Duty if required to do so. Any employee serving on Jury Duty shall receive his/her full salary less any Jury Duty pay, for the time served.



67. **5. Military**
68. Time necessary as provided for in New Jersey Statutes for persons called into temporary active duty of any unit of the United States Reserves of the New Jersey State National Guard, provided such obligations cannot be fulfilled on days when work is not required.
69. **6. Bereavement**
70. Employees may be granted up to:
71. a. five (5) days at any one time in the event of death of an employee's father, mother, spouse, children, siblings, parent surrogates, grandchildren
72. b. three (3) days at any one time in the event of death of an employee's father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, or a member of the employee's immediate household other than those enumerated in paragraph 1 above. Five (5) days will be granted if travel is required over 250 miles in one direction.
73. c. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.
74. d. Nothing herein precludes the Board from granting other leaves with or without pay at its sole discretion.

**ARTICLE XV**  
***EXTENDED LEAVES***

75. **A. International and Federal Programs**

76. A leave of absence without pay of a maximum of two years shall be granted to any Administrator who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange Administrator or overseas Administrator, and is a full-time participant in either of such programs.

77. **B. Military**

78. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge. A similar leave shall be granted to the spouse of any employee who is so inducted or enlists.

79. **C. Child Rearing**

80. Upon request, and with written application at least thirty (30) calendar days in advance, the Board shall grant child rearing leave without pay for up to twelve (12) months to any employee with a child less than one year in age subject to the following stipulations and limitations:

81. 1. Child rearing leave shall commence on the day requested by the employee.

82. 2. Upon return from such leave, the employee granted child rearing leave shall be restored to the employment position vacated at the commencement of said leave.

83. 3. An employee shall not be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return.

84. 4. An employee shall not be removed from her duties during pregnancy unless the employee cannot produce a certificate

from her physician attesting that she is medically able to continue working.

85.           5.     Return to duty from child rearing leave shall be at the start of an academic year. Nothing herein precludes the Board, at its sole option, from allowing an earlier return date for a tenured employee. Child rearing leave for a non-tenured employee shall only be for the duration of the person's contract.

86.           6.     If requested in writing no later than April 1<sup>st</sup> of the initial child rearing leave, the Board may grant an additional full year of child rearing leave.

87.           7.     Any employee adopting a child less than 5 years of age may receive similar leave which shall commence upon him/her receiving de facto custody of said child, or earlier if necessary, to fulfill the requirements for the adoption.

88.           8.     An employee on child rearing leave may have the opportunity to substitute in the Atlantic County Special Services School District in the area of his/her certification or competence at the discretion of the Superintendent.

89.           D.     Illness in Family

90.           A leave of absence, without pay, may be granted for the purpose of caring for a sick member of an employee's immediate family. The terms setting forth the beginning and termination of such leave shall be set forth in writing by the Board of Education.

91.           E.     Restoration of Benefits

92.           Any employee on extended leave of absence under any section of this Article shall have all benefits restored upon return to duty.

93.           F.     Requests in Writing

94.           All extensions, renewals, approvals and denials of leaves shall be in writing.

95.           G.     Extended Personal Leave for Administrators



96.           1.     An extended leave for personal reasons, without pay, shall be granted to a maximum of one (1) employee per year, provided application is made in writing at least ninety (90) days prior to the beginning of the work year. Such leaves shall be for a period of one (1) school year (July 1 through June 30). Extended personal leave for less than one (1) work year may be granted on a case by case basis at the discretion of the Board.
97.           2.     To be eligible for such leave, an employee must have been employed at least seven (7) consecutive years (inclusive of any Board-approved leave) in the Longport/Corbin City/Atlantic County Special Services School Districts.
98.           3.     In the event more than two (2) employees request such leave, extended personal leave shall be granted based upon total length of service.
99.           4.     Extended personal leave without pay shall be granted for the following reasons:
100.                   a.     Service in a public office and/or campaign for such service for himself.
101.                   b.     Outside teaching in a college, university or other public school.
102.                   c.     Engaging in activities of the Association or its affiliates.
103.                   d.     Educational purposes.
104.                   e.     Other valid purposes.
105.           5.     The employee on leave shall not be entitled to any benefits provided by this Agreement except as expressly provided by this Article and by law.
106.           6.     Upon return from leave pursuant to this Article, an employee shall be given credit for the appropriate salary increase providing he has actively worked not less than five (5) months for ten- (10) month employees or six (6) months for twelve -(12) month

**employees of the work year in which he began his leave of absence and/or will work not less than five (5) months for ten- (10) month employees or six (6) months for twelve- (12) month employees of the work year in which he returns from such leave of absence. However, time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure or seniority.**

## **ARTICLE XVI**

### ***SABBATICAL LEAVES FOR ADMINISTRATORS***

107. **A sabbatical leave shall be granted to an administrator by the Board for graduate study in the area of specialization for the purpose of obtaining a second Master's Degree or Doctorate, or for other reasons deemed of value by the school system, subject to the following conditions:**

108. **1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of one (1) Administrator at any one time.**

109. **2. Requests for sabbatical leaves must be received by the Superintendent in writing in such form as prescribed by the Board of Education to include reference to the status of the applicant's TPAF Pension, group life insurance, social security and withholding tax. Such request on the prescribed form must be submitted no later than December 1, and the action shall be taken on all such requests no later than March 1 of the school year preceding the school year for which the sabbatical leave is requested.**

110. **3. The Administrator applicant must have completed at least seven (7) full school years of service in the Atlantic County Special Services District (and/or Longport or Corbin City School District). Request for sabbatical leave must include documentation that the applicant may reasonably be expected to complete the degree, or the area of specialization which has previously been approved by the Board of Education, with the credits being taken during the term of such leave.**

111. **4. For reasons other than obtaining a second Master's Degree or Doctorate, the leave applicant shall file with the Superintendent an interim and final report of accomplishments obtained pursuant to objectives for having taken a sabbatical.**

112. **5. An Administrator on sabbatical leave (either for a one-half [1/2] school year or for a full school year) shall be paid by the**

**Board at fifty percent (50%) of the entitled salary rate and shall be continued in the District's Insurance Benefits program. No other benefits shall be granted while on leave and those previously earned shall be restored upon return from leave.**

113.

**6. Upon return from sabbatical leave, an Administrator shall present reasonable certification of accomplishment of the purpose for such leave and be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.**

**ARTICLE XVII**  
***PROTECTION OF EMPLOYEES***

114. **A. Use of Reasonable Force**

115. As specified and in accordance with 18A:6-1, an employee may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary: to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

116. **B. Board Responsibility**

117. 1. The Board shall give full support, including legal and other assistance, for an assault upon an employee while acting in the legal discharge of his duties.

118. 2. When absence arises out of assault or injury, and such need is verified by the school physician, the employee shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.

119. 3. The Board will reimburse employees for the reasonable repair or replacement of clothing or other personal property damaged or destroyed or vandalized while the employee was acting in the legal discharge of his duties within the scope of his employment with proof submitted (i.e. receipts).

120. 4. The Board agrees to pay medical costs incurred as the result of any injury sustained in the course of an employee's employment by worker's compensation policy presently in effect at the time of the claimed injury.

121. **C. Reporting**

122. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their Superintendent or other immediate supervisor.

123.           **2.     Such notification shall be immediately forwarded to the Superintendent who shall act in appropriate ways as liaison between the employee, the police and the courts.**
124.           **D.     Worker's Compensation**
125.           **Benefits derived under this Article shall be in conformity with Worker's Compensation prevision and any other applicable statutes.**

**ARTICLE XVIII**  
***INSURANCE PROTECTION***

126. **A. Health Insurance**

127. The Board agrees to provide a family hospitalization plan equal to or better than the New Jersey School Employees' Health Benefits Program for all employees hired prior to May 22, 2010 and their dependents and who regularly work twenty (20) hours or more per week, and all employees hired after May 21, 2010 and their dependents and who regularly work twenty-five (25) hours or more per week. Each employee covered by healthcare and/or prescription drug plans shall contribute by payroll deduction an amount equal to 1.5% of his/her annual pensionable salary by payroll deduction toward these coverages as required by Chapter 2, P.L. 2010.

128. The Board agrees to provide a prescription drug plan for all employees hired prior to May 22, 2010 and their dependents where appropriate and who regularly work twenty (20) hours or more per week, and all employees hired after May 21, 2010 and their dependents where appropriate and who regularly work twenty-five (25) hours or more per week. The co-pay shall be equal to or better than that of the New Jersey School Employees' Health Benefits Program.

129. Each employee covered by healthcare and/or prescription drug plans shall contribute by payroll deduction an amount equal to 1.5% of his/her annual pensionable salary by payroll deduction toward these coverages as required by Chapter 2, P.L. 2010.

130. **B. Dental Insurance**

131. Effective with the signing of this Agreement, the Board agrees to provide a Dental Plan for each eligible employee, and where appropriate, coverage for dependents who regularly work twenty (20) hours or more per week.

132. In accordance with and to the extent provided in the master policy, such coverage shall include:

- 133. Co-insurance 100% - for Preventive and Diagnostic
- 134. 70/30 – for Basic Services
- 135. 50/50 – for Prosthodontic Benefits
- 136. 50/50 – Orthodontic Services

137. Each employee enrolled in the dental plan shall, by payroll deduction, contribute an amount equal to 15% of the premium of said dental plan, subject to a cap of \$150.00.

138. **C. Description**

139. The Board shall request the carrier(s) to provide to each employee a description of the health care insurance provided under these benefits not later than the beginning of each school year which shall include a description of conditions and limits of coverage.

140. **E. Opt-Out Provision**

141. 1. Within the regulations of the carrier, the Board agrees to establish a Section 125 (IRS 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.

142. a. An employee otherwise entitled to health, dental, prescription insurance coverage shall have the option to voluntarily not participate in any or all such plans 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 25% or \$5,000, whichever is less, of the yearly premium related to health care and prescription drug plans after first deducting the amount of the 1.5% contribution. For other forms of coverage, the BOE shall compensate such employee 25% of the yearly premium cost for such coverages. Such cash payment shall



be in the form of a stipend and shall be paid in two (2) equal installments, the first by December 15<sup>th</sup> and the second by June 30<sup>th</sup> of the school year in which the non-participation occurs.

143.                   b.     In order for an employee to be eligible to elect this cash option for the health insurance plan, as per Section A above, an employee must provide documentation to the Board that they are covered under an alternative health insurance plan.

144.                   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.

145.                   2.     Notwithstanding the above, the 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, dental or prescription insurance coverage shall be entitled to re-enroll in the health, dental, and/or prescription plans during the year provided the employee provides the Board with notice of othe 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, dental and/or prescription plan(s) does not accept the

**employee, the District will find a comparable plan(s) and pay the premium up to the current amount paid for employees in the District's plan(s). 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(s) at the first permissible date.**

146.

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

147. **F. Death Benefit**

148. **In the event of the death of an Association member, eligible employees' estates will be monetarily compensated for any accrued sick, personal and vacation leave time.**

## **ARTICLE XIX**

### ***PROFESSIONAL DEVELOPMENT AND RESOURCES***

149. The Board encourages and recognizes the value of professional development for Administrators in order for them to be current in their professional field and will continue to pay for them to participate in professional organizations, affiliations, workshops, conferences and seminars.

150.

151. The Board shall continue to provide for the purchase and/or replacement of books, manuals, resource materials, supplies and equipment of sufficient quality and quantity to enable Administrators to properly fulfill their administrative responsibilities.

**ARTICLE XX**  
***SENIORITY AND JOB SECURITY***

152. **A. Seniority**

153.           **1. School District seniority for purposes of a reduction in force is defined as service by appointed employees in the School District, inclusive of service in Longport and/or Corbin City, in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if he/she resigns or is discharged for cause, irrespective of whether she/he is subsequently rehired by the School District.**

154.           **2. In the event that, within two (2) years of an employee's layoff, a vacancy occurs in the same classification from which the employee was laid off, and covered by this Agreement, a laid-off employee shall be entitled to a one-time recall thereto in order of seniority.**

**ARTICLE XXI**  
***BOARD'S RIGHTS***

155. The Board of Education reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State commissioner of Education, to hire, assign, promote, transfer and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to manage school operations, and to take whatever actions may be necessary to accomplish the mission of the School District except as may be specifically provided by the language of this Agreement.

## **ARTICLE XXII**

### ***TUITION REIMBURSEMENT PLAN***

- 156. **A.** To qualify for reimbursement, the course(s) must be directly related to the employee's job. Approval must be secured in advance, in writing, from the Superintendent. The Superintendent shall obtain approval from the Board of Education President.
- 157. **B.** Employees shall be reimbursed upon submitting an official transcript or proof of completion containing the titles of the course(s) and grade(s) received, if applicable.
- 158. **C.** The employee must earn a grade of B or better in order to qualify for reimbursement, provided a grade is given.
- 159. **D.** An employee shall be reimbursed up to Rowan per credit amount for the tuition paid to accredited institutions of higher learning for any approved courses taken, upon approval of the Superintendent.
- 160. **E.** Courses required for certification in the current position held shall not be eligible for compensation.
- 161. **F.** Administrators who resign within 12 months of course completion will refund half of the reimbursement.
- 162. **G.** Approval or disapproval is the sole prerogative of the district's Superintendent or designee(s).

## **ARTICLE XXIII**

### ***MISCELLANEOUS PROVISIONS***

**163. A. Board Policy**

**164. This Agreement constitutes mutual policy for the term of said Agreement, and both parties shall carry out the commitments contained herein and give them full force and effect.**

**165. B. Savings Clause**

**166. In accordance with and to the extent required by law, changes in terms and conditions of employment shall first be negotiated with the Association as majority representative of employees in the bargaining unit.**

**167. C. Separability**

**168. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.**

**169. D. Compliance Between Individual Contract and Master Agreement**

**170. Any individual contract between the Board and individual Administrator heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.**

**171. E. No Discrimination**

**172. Per the requirements of law, the Board and Association agree that there shall be no discrimination, and that all practices, procedures and policies shall clearly exemplify that there is no discrimination.**

**173. F. Copies of Agreement**

**174. Copies of this Agreement shall be provided to each Administrator at the expense of the Board within thirty (30) days after the Agreement is**



**signed. The Board agrees to provide additional copies of the printed Agreement to the Association members upon request.**

**175. G. Notice**

**176. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified mail at the following addresses:**

**177. 1. If by the Association, to the Board at the Board's office to the Secretary.**

**178. 2. If by the Board, to the Association's President's school address, or home address during vacations.**

**ARTICLE XXIV**  
***DURATION OF AGREEMENT***

179. This AGREEMENT shall be effective on the date of signing and shall continue in effect until June 30, 2013. This Agreement shall not be extended orally and it is expressly understood to expire on the date indicated, except that salary guide modifications and other monetary benefits shall be retroactive to July 1, 2010.

180.

181. IN WITNESS WHEREOF, the parties hereto this 29th day of Sept., 2010, thereto cause this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

182.

183. **ATLANTIC COUNTY SPECIAL SERVICES SCHOOL DISTRICT**  
184. **BOARD OF EDUCATION**

185.

186. **BY: /s/ Philip S. Munafò**  
187. **President**

188.

189. **ATTEST**

190.

191. **BY: /s/ Terri Nowotny**  
192. **Board Secretary**

193.

194. **ATLANTIC COUNTY SPECIAL SERVICES ADMINISTRATIVE ASSOCIATION**

195.

196. **BY: /s/ Richard Gisondi**  
197. **President**

198.

199. **ATTEST**

200.

201. **BY: /s/ Virginia M. Bird**  
202. **Secretary**

203.