

COLLECTIVE NEGOTIATIONS AGREEMENT

Between

The Atlantic City Board of Education

And

The Atlantic City Education Association

July 1, 2010 To June 30, 2013

<u>ARTICLE NO.</u>	<u>ARTICLE NAME</u>	<u>PAGE NO.</u>
	PREAMBLE	2
I	RECOGNITION	2
II	NEGOTIATIONS PROCEDURE	2
III	GRIEVANCE PROCEDURE	3
IV	DEDUCTIONS FROM SALARY	5
V	RIGHTS OF THE PARTIES	7
VI	ASSOCIATION RIGHTS	8
VII	TEACHING HOURS AND TEACHING LOAD	10
VIII	TEACHER EVALUATION	13
IX	COMPLAINT PROCEDURE	14
X	ASSOCIATION - ADMINISTRATION LIAISON	14
XI	VACANCIES	14
XII	TEACHER EMPLOYMENT	16
XIII	SALARIES	16
XIV	TEACHER ASSIGNMENT	19
XV	TEACHER TRANSFERS AND REASSIGNMENT	19
XVI	INSURANCE COVERAGE	20
XVII	SICK LEAVE	21
XVIII	TEMPORARY LEAVES OF ABSENCE	22
XIX	EXTENDED LEAVES OF ABSENCE	23
XX	TUITION REIMBURSEMENT	24
XXI	SUPPORT PERSONNEL WORK YEAR	26
XXII	SUPPORT PERSONNEL HOURS AND SCHEDULE	27
XXIII	EMPLOYMENT PROCEDURES	29
XXIV	REDUCTION IN RANK OR JOB CLASSIFICATION	30
XXV	JOB SECURITY	30
XXVI	SUPPORT PERSONNEL EVALUATION	30
XXVII	COMPLAINT PROCEDURE	31
XXVIII	MISCELLANEOUS	31
XXIX	REPRESENTATION FEE	32
XXX	BOARD'S RIGHTS	33
XXXI	DURATION OF AGREEMENT	33
	APPENDIX A - SALARY SCHEDULES	
	CERTIFIED TEACHING PERSONNEL	34
	ALTERNATE ROUTE TEACHING PERSONNEL	37
	APPENDIX B- SALARY SCHEDULES - SECRETARIES	38
	APPENDIX C - SALARY SCHEDULES - AIDES	39
	APPENDIX D - SALARY SCHEDULES – SAFETY OFFICER	41
	APPENDIX E - SALARY SCHEDULES - CENTRAL OFFICE PERSONNEL	42
	APPENDIX F. SALARY SCHEDULES - CUSTODIANS	45
	APPENDIX G - SALARY SCHEDULES - MAINTENANCE PERSONNEL	46
	APPENDIX H - EXTRACURRICULAR ACTIVITIES	47
	APPENDIX I - EXTRA PAY FOR EXTRA SERVICES	49
	APPENDIX J - THE EVALUATION PROCESS	51
	APPENDIX K - DETAILS OF THE PLAN	55

PREAMBLE

THIS AGREEMENT entered into 6/22/11, by and between the BOARD OF EDUCATION OF ATLANTIC CITY, NEW JERSEY, hereinafter called the "Board", and the ATLANTIC CITY EDUCATION ASSOCIATION, hereinafter called the Association".

ARTICLE I

RECOGNITION

- 1.1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for professionally certified teaching personnel, alternate route/provisional teaching personnel, nurses, special services personnel, contracted secretaries, safety officers, personal attendants, truancy task force aides, preschool aides, school helpers, payroll clerk, senior computer operator, hardware technicians, computer operators, data controller, inventory controller, custodians, maintenance employees, clerks, bookkeepers, athletic trainers, records clerk, mail clerk, computer resource specialist, computerized business services, groundskeepers, lifeguards, office manager, and health benefits clerk, but excluding all other employees of the Board not named above.
- 1.2 For purposes of this Agreement, except where noted to the contrary, the following definitions shall apply:
 - 1.2.1 "Support personnel" shall include all of the above named employees except teaching personnel;
 - 1.2.2 "Teachers" shall refer to all employees required to have a New Jersey Department of Education certificate;
 - 1.2.3 "para-professional employees" shall exclude teaching personnel and all custodians and maintenance employees.
 - 1.2.4 "Custodial employees" or "custodians" shall be limited to all custodians and maintenance employees.
- 1.3 Unless specifically stated otherwise, the term "employee" when used hereafter in the Agreement shall refer to all employees represented by the Association in the negotiation unit as above defined.

ARTICLE II

NEGOTIATIONS PROCEDURE

- 2.1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. The Association shall submit to the Board, on or about January of the year of the expiration date of this Agreement, its complete list of demands. On or about February 15th, the Board and the Association shall begin negotiations on a successor Agreement. During the interim period, Association Officers shall be available to meet with the Board, the Superintendent, or the Supervisor of Human Resources, as needed, for the purpose of clarification of demands. Any Agreement so negotiated shall apply to all employees within the Bargaining Unit, be reduced to writing, be signed by the Board and the Association, and be submitted to the Board for adoption after ratification by the Association.
- 2.2 The Board agrees not to negotiate concerning said employees in the negotiating unit with any organization other than the Association for the duration of this Agreement. The Board and the

Association also agree that all negotiations be conducted in private and that strict confidentiality be maintained by both parties. Nothing herein is to preclude either party from communicating with their respective members as to the progress and status of negotiations.

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

2.4 Incident to negotiations, the Board will make available that information which is in the public domain and which is requested after reasonable notice by the Association.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 Definition

A grievance is a claim by an employee that he/she has suffered harm by the interpretation, application, or violation of policies, agreements or administrative decisions affecting him/her.

3.2 Procedure

A grievance to be considered under this procedure must be initiated in writing within the following time limits:

3.2.1 A grievance to be considered under this procedure must be filed with a Board representative in writing twenty (20) calendar days from the time when the grievant knew or should have known of its occurrence.

3.2.2 The number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement in writing.

3.2.3 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

3.2.4 Any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

3.2.5 The Association may initiate a grievance on behalf of a group of employees. If the grievance concerns a matter over which the Building Principal exercises control, the grievance shall be initiated on the Principal's level; otherwise, it may be initiated at the Superintendent's level. For grievances initiated for custodial employees, the grievance shall be first initiated at the Principal otherwise; it may be initiated on the Supervisor of Human Resources' level.

3.2.6 Any grievant may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by the Association or a representative selected or approved by the Association.

3.2.7 When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance, be notified by the Superintendent or the Supervisor of Human Resources, as the case may be, that the grievance is in existence. The Association shall have the right to be present and heard at any grievance hearing and may present its point of view in writing to be attached to the grievance papers. (If the Association alleges the

settlement to be a violation of the Agreement, It may, within ten (10) school days grieve the settlement.

3.3 When an employee has a responsibility to a Supervisor, he/she shall first discuss the grievance with such Supervisor, in an attempt to resolve the matter informally at that level. In any event, the Supervisor shall have five (5) school days within which to respond. If the grievant is dissatisfied with the response, he/she shall, within three (3) school days, arrange to meet as soon as possible with the Principal to discuss the grievance. When an employee has a responsibility to a Principal, he/she shall first discuss the grievance with the Principal.

3.3.1 The employee grievant, no later than six (6) school days after receipt of the decision of his/her Principal, may appeal the decision to the Superintendent. For custodial employees, a grievant may appeal the decision of the Building Principal, as the case may be, to the Supervisor of Human Resources in accordance with the time provisions stated above. The appeal must be made in writing with a copy to the appropriate authority specifying:

- a. The nature of the grievance which will include a statement of the harm suffered by the grievant and the identity of the known individuals so harmed; and
- b. the remedy sought.

All grievances submitted also shall include a copy of the original grievance and any previously received written answers.

For all employees, the Supervisor of Human Resources shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the receipt of the appeal. The Supervisor of Human Resources shall communicate his/her decision in writing to the employee grievant and the Association.

3.3.2 If the grievant is a non-tenured teacher and the grievance has arisen by reason of the non-tenured teacher not being re-employed, the meeting with the Board is the terminal step in the grievance procedure, and the Board's decision shall be final and binding.

3.4 If the grievance is not resolved to the grievant's satisfaction, he/she, no later than five (5) school days after receipt of the Superintendent's or the Supervisor of Human Resources' decision, may request a review by the Board. The request shall be submitted, in writing, through the Superintendent or Assistant Superintendent for Human Resources, as the case may be, who shall attach all related papers and forward the request to the Board. The Board or a committee thereof shall review the grievance and shall hold a meeting with the employee grievant and/or representative(s) and render a decision in writing and forward copies thereof to the grievant and the Association within thirty (30) calendar days of the hearing. The hearing shall be scheduled within the month that the request for review was received. The hearings will be held in Executive Session provided the request for review is received by the Board and/or before the first day of that month. Any request for review received after the first of the month shall cause the hearing to occur in the succeeding month. The Board retains the prerogative to set reasonable limits as to time and manner of presentation.

3.5 If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and he/she wishes to have a review by a third party, and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent or the Supervisor of Human Resources as the case may be, within twenty (20) calendar days of the receipt of the Board's decision; however, the Board's decision shall be final and binding on the grievance concerning:

3.5.1 Any matter for which a specific method of review is prescribed by law or any rule or regulation of the State Commissioner of Education.

- 3.5.2 A complaint of a non-tenured teacher which arises by reason of his/her not being re-employed or of being discharged during the school year.
- 3.6 If the grievance is not resolved by the decision of the Board, the Association shall have the right to seek arbitration under the rules of the New Jersey Public Employment Relations Commission. An arbitrator so appointed shall outline his/her findings of fact, conclusions and any award in a written opinion, which shall be issued within thirty(30) days from the close of the hearing: An arbitrator's failure to act within the said thirty (30) day period shall not void his/her award. All pertinent documents shall be exchanged within fourteen (14) calendar days before the first scheduled hearing dates.
- 3.7 The arbitrator shall limit himself to the issue(s) submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The award of the arbitrator shall be binding.
- 3.8 The costs for the service of the arbitrator, including per diem expenses if any, actual and necessary travel, subsistence 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.
- 3.9 In the event a grievance by a ten month employee is brought up for consideration at the end of a school year and if the Principal, as the case may require, is not available after the closing of school for procedures outlined in 3.3, the grievant may proceed directly to the procedure specified in paragraph 3.3.1 and "school days" shall read "calendar days", in which event Saturdays, Sundays and holidays shall not be counted in computing time.
- 3.10 All documents, communications, and records dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 3.11 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.

ARTICLE IV

DEDUCTIONS FROM SALARY

- 4.1 The Board agrees to deduct from the salary of its employees dues for the Atlantic City Education Association, the Atlantic County Council of Education Associations, the New Jersey Education Association and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, NJ. Public Laws of 1969 (N.J.S.A. 52:14.15.9 (e)) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Atlantic City Education Association following the monthly pay periods in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
- 4.2 Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- 4.3 For the purposes of all employees, after discussion between the Board and the Association, the Board may deduct from affected employees' salaries money as said employees individually and voluntarily authorize the Board to deduct and transmit the monies promptly to such association or associations. The designation of items subject to such deductions is neither arbitrable nor subject to fact-finding.

4.3.1 The above required authorizations shall be in writing in the form set forth below:

**AUTHORIZATION TO DEDUCT
ASSOCIATION MEMBERSHIP DUES**

Name _____ SS No. _____

Address _____

School _____

School Position _____

Continuing Dues Authorization - I hereby request and authorize the Disbursing Officer of the above school district to deduct from my earnings, until notified of termination, an amount required for current year membership dues and such amounts as may be required for dues in each subsequent year all as certified by said organization; such amounts to be paid to such persons as may from time to time be designated by the local Association. This authorization may be terminated only by prior written notice from me effective January 1 or July 1 of any year. Upon termination of employment, the Disbursing Officer shall deduct any remaining amount due for the current school year. I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and its officers from any liability therefrom.

4.4 The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee under the provisions of this Agreement, except if such action is brought by the Association in its own name or in the name of its county, state or national affiliate organizations.

4.5 For all bargaining unit members, the following procedures apply:

4.5.1 The Board agrees to deduct from the salaries of its employees such amounts as the employee involved legally authorizes for the transmittal to the ABCO Public Employees Federal Credit Union.

4.5.2 The Board agrees to deduct from the salaries of its employees such amounts as the employee involved legally authorizes for those tax sheltered annuity programs mutually agreed upon by the Board and the Association. Such deductions must be in accordance with both the rules and regulations of the selected program and of paragraphs 4.5.3 and 4.5.4.

4.5.3 An employee may make a change in his/her authorized deduction no more than once during any school year. Enrollment in and termination from the fund may occur in accordance with the rules of the fund.

4.5.4 There will be a maximum of nine (9) tax sheltered annuity companies that may be utilized by the employees; in order to be approved as one of those companies, at least twelve (12) such members of the bargaining unit must participate in the company.

4.5.5 Deductions shall be transmitted to the fund semimonthly by way of an electronic funds transfer no later than three (3) business days following the date of pay.

4.5.6 If administratively permissible, effective 2001-2002 the Board will make available electronic deposit of paychecks for all employees.

- 4.5.7 All new employees shall sign up for payment through electronic/direct deposit.

ARTICLE V

RIGHTS OF THE PARTIES

- 5.1 Nothing contained herein shall be construed to, deny to or restrict any employee or the Board such rights as either may have under New Jersey School Laws or other applicable laws and regulations.
- 5.2 No teacher or other employee under individual contract shall be disciplined or reprimanded 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, except that this provision shall not apply to the dismissal or termination of tenured staff members according to statute. The Board agrees that the best interests of the educational process are served by private, rather than public, reprimand of employees.
- 5.3 If a teacher is reduced in rank or compensation or deprived of any professional advantage and requests the reason therefore, such reason shall be provided to him/her in meeting with the Superintendent. If said teacher is dissatisfied with the reasons, he/she may request a hearing with the Board of Education, and if his/her dissatisfaction continues, he/she may appeal such action to the Commissioner of Education.
- 5.4 No employee shall be prevented from wearing pins or other identification of membership in the association or its affiliates.
- 5.5 The teacher shall determine grades and other evaluation of students within the grading policies of the school system. No grade or evaluation will be changed without prior consultation with the teacher, if the teacher is available. If the teacher does not concur with this change, he/she may submit a memorandum which will become part of the record.
- 5.6 Whenever any employee is required to appear before the Board or any committee members or representative thereof acting in official capacity concerning any matter which could adversely affect the continuation of that employee in his/her position, employment or salary or any increment pertaining thereto, then he/she shall be given prior written notice of the reason(s) for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- 5.7 The following provisions apply to all support personnel:
- 5.7.1 In the event of the abolishment of a title or a reduction in the number of one or more employees within a title, seniority computed from the date of last continuous hire shall prevail. An employee designated as reduced in force may exercise his/her seniority to "bump" an employee within the same category with less seniority. Such "bump" must first be downward to the next lower paid classification according to title, and only if such is or becomes impossible may the employee "bump" upward within his/her category.
- Upon the effective date of the "bump" the employee exercising his/her right to "bump" shall receive the rate of pay for the title into which he has been bumped.
- 5.7.2 In the event that, within twelve (12) months of an employee layoff, a vacancy occurs in the same line of work 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, provided the employee is qualified and able to perform the available work. The Board's obligation herein shall be to send

a certified letter to the last known address of the employee. The employee must respond to the Board within seven (7) days of the receipt of the Board's letter.

- 5.8 Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiating and other legal concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by chapter 123, Public Laws 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any legal activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 5.9 All employees covered under this Agreement shall report any arrest or indictment to the Superintendent within fourteen (14) calendar days. The report shall include the date of the arrest or indictment and charge(s) lodged against the employee. Such employee shall also report to the Superintendent in writing the disposition of any charges within seven (7) days of disposition. Failure to comply with this provision may be deemed just cause.

ARTICLE VI

ASSOCIATION RIGHTS

- 6.1. The Board agrees to furnish the Association the minutes of all Board meetings and the names and addresses of all employees. The Board will notify the Association in writing when formal action is taken at any Board meeting with respect to hiring, suspension, termination, or acceptance of the resignation of any bargaining unit member. Said notification will be provided within fourteen (14) days of the Board meeting.
- 6.2 The Association shall have in each school building the use of the bulletin board in each faculty lounge, teachers' dining room, and/or the central office as mutually determined by the Association and each principal. Copies of all materials to be posted on bulletin boards shall be given to the building principal prior to its posting. The Association may grieve if the Principal removes materials which in the principal's or the Superintendent's judgement should be removed. The grievance should pertain to the subject matter of the posted material. All materials shall be on either Assn. letterhead or a signed acknowledgement by the Assn. president attached to the document approving the posting of such.
- 6.3 The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary without the approval of Building Principals, or other members of the administration.
- 6.4 The Board shall provide for a telephone to be placed in the president's building with the expense of such telephone being borne by the Association, and also provide space for the Association's files in the president's room. If the president is not a teacher and/or does not have a room, the Board will endeavor, to the best of its ability, to provide a room within the building in which the president is located.
- 6.5 Representatives of the ACEA, of the NJEA, and of the NEA shall have the right to enter the schools and meet with employees during the employees' lunch period or after school to carry out appropriate Association business. Such business shall not interfere with the scheduled assignments

of any employee. Representatives who enter the schools shall notify the principal or his/her designee of their presence prior to meeting with any employee or group of employees.

6.6 The Board shall provide a personal day bank for the Association of a maximum of nine (9) school days per school year to be used at the discretion of the Association for all Association business. The Association must give forty-eight (48) hours' notice of its desire to use one or more of these nine (9) school days and such usage must be taken as a full day.

6.7 The president of the Association, if assigned to a departmentalized situation or a non-teaching situation, may utilize the equivalent of up to two (2) High School periods per day for Association business. If the president is assigned to an elementary school teaching position, he/she may utilize the equivalent of one half day 1/2 per week, plus any unassigned time at the end of the day after the students have been dismissed for such Association business. If the president is an elementary school teacher, no duties will be assigned during this end of the day period. If the president of the Association is a support staff employee or a high school teacher, he/she may utilize up to ten (10) hours per week (maximum two (2) hours per day) for Association business.

In all cases, the Association shall reimburse the Board at the equivalent of the president's rate of pay for such time. Time spent on Association business shall ordinarily be the president's preparation period and/or duty period (if applicable). All time herein shall be agreed upon between the Association president and the Superintendent.

6.7.1 Upon notice to the Board by April 1 of the previous school year, the Board will release from all duties, the president of the Association. The Association shall reimburse the Board an amount equal to the contracted salary and benefits of the Association president. For all purposes, other than the assignment of duties, the Association president shall be considered an active employee of the Board.

6.7.2 The officers of the Association, not to exceed six (6) in number, shall be allowed, without loss of pay, to utilize two (2) hours per week of their regularly assigned time or their preparation periods, whichever is applicable, in order to conduct Association business.

6.8 The Board shall permit up to twenty (20) representative council members to utilize one of their preparation periods per week for Association business, provided the principal is notified in advance of such utilization. If the representative council member desires to leave the building for Association business, he/she must secure permission from the principal.

6.9 The Board agrees to allow:

6.9.1 A maximum of seven (7) Association Executive Committee Members to attend Executive Committee meetings beginning no earlier than 3:30 p.m. one (1) time per month with no loss of pay.

6.9.2 A maximum of twenty (20) Association Representatives to attend Representative Council Meetings beginning no earlier than 4:00 p.m. five (5) times per year with no loss of pay.

6.9.3 All Association members to attend two (2) meetings per year beginning no earlier than 4:00 p.m. with no loss of pay.

6.9.4 The Association will notify the Board in writing by June 1st of the previous school year of the names of Executive Committee members and members of the Representative Council. The Association will notify the Board during the month of September of the schedule of Association meetings held under this provision.

6.10 To the extent legally possible, 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 to no other organization(s) representing any portion of the unit or potential member of the unit.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

- 7.1 Teachers shall indicate presence for duty by initialing the faculty sign-in sign-out roster. Teachers are expected to notify the Building Principal or designated Administrator either verbally or by e-mail whenever they enter or leave the building.
- 7.2.1 The in-school workday for teachers shall consist of not more than seven (7) hours including a preparation period as described in sections 7.5 and 7.6 and a duty free lunch period as guaranteed to teachers, excluding all extracurricular activities and other similar activities, such as before and after school activities, which a teacher may agree to assume. The assignment to meetings and/or workshops as defined in 7.3.1 below shall be the specific exception to this provision. Effective 2002-2003 student instructional time increased twenty (20) minutes over the student instructional time in 2001-2002. The parties understand this additional student instructional time was assigned within the seven (7) hour work day. All assignments shall be consistent with the individual teaching certificate and shall be subject to the discretion of the Building Principal.
- 7.3 After school meeting/workshops:
 - 7.3.1 All meetings and/or workshops which are scheduled by the Superintendent to begin after the regular student dismissal time, shall begin no later than fifteen (15) minutes after student dismissal time and when all teachers are not otherwise excused or assigned to other duties by the Principal are present, and shall end no later than sixty (60) minutes after the beginning except in an emergency. Such meetings and/or workshops shall not exceed twenty-four (24) in number in any one (1) year. In those schools (elementary schools) that the twenty minutes of instructional time was added to the end of the previous dismissal time, all meetings shall begin no later than five (5) minutes after student dismissal time.
 - 7.3.2 Meetings and/or workshops scheduled on days of early student dismissals shall end by the time of regular dismissal for teachers, or such meetings and/or workshops may be extended to the maximum time as provided in 7.3.1 above, provided such days are included in the maximum number of such meetings and/or workshops as listed in 7.3.1 above.
 - 7.3.3 Meetings and/or workshops scheduled on days of no student attendance which are extended to the maximum time as provided in 7.3.1 above shall be included in the maximum number of such meetings and/or workshops as cited in 7.3.1 above.
 - 7.3.4 Routine faculty meetings called by the Building Principal shall not be deemed to be the subject of the above limitations as long as attendance is not required beyond one half hour past student dismissal.
- 7.4 Duty Free Lunch
 - 7.4.1 All teachers are normally assured of a thirty (30) minute duty free lunch period. In a departmentalized situation, the duty free lunch period shall be the length of a regular period.
- 7.5 Normally, all teachers in departmentalized situations shall be assured of a daily preparation period. Schools which were departmentalized in 1993-1994 shall be deemed to be departmentalized for purposes of determining the daily preparation period.
- 7.6 Preparation Period

- 7.6.1 Effective 2002-2003 All teachers in non-departmentalized situations shall be guaranteed two hundred (200) minutes for a weekly preparation period. All teachers in a non-departmentalized setting will be guaranteed a daily preparation time of no less than forty continuous minutes. Allowable uses of the preparation period is strictly limited to student-centered activities, including but not limited to lesson plan preparation, grading, and parent conferences/communications. Use of this preparation period for personal purposes is strictly prohibited. The preparation period may be reasonably scheduled at any time during the student school day by the Building Principal. Such time shall be scheduled over a normal five (5) day workweek. Nothing herein contained can be construed to provide a guarantee that any specific type or number of specialists shall be provided by the Board nor that the Board has waived its right to reduce the number of specialists or to abolish the position of specialists.
- 7.6.2 If the specific substitute required to replace a specific absent specialist cannot be secured, the Board will attempt to replace such specific substitute with an available, qualified specialist substitute from another discipline.
- 7.6.3 Specialists will be scheduled by the central office in an attempt to provide more equitable preparation time for all elementary teachers. The Association will provide input into the scheduling process.
- 7.6.4 Any teacher assigned to utilize a preparation period to substitute for an absent teacher shall be paid seventeen dollars and sixty cents (\$17.60) per period effective September 1, 2010. For purposes of this provision, a "period" shall be deemed to be the equivalent of a "period" in the 1998 school year.
- 7.6.4.1 In the elementary schools, a teacher or teachers assigned by the Principal to absorb into their class(es) the students of an absent teacher shall be paid or shall divide fifty dollars and sixty cents (\$50.60) for a half day or one hundred one dollars and twenty cents (\$101.20) for a full day. If the time involved is less than a half day, the rate shall be nineteen dollars and eighty cents (\$19.80) per hour for entire class coverage.
- 7.7 Except in the event of an emergency, on Fridays or on days preceding holidays or vacations, the teacher's day shall end five (5) minutes after the teacher's class is dismissed. If there is no teaching assignment during the last period, then five (5) minutes after the general student dismissal. For the purpose of this paragraph, "holidays and vacations" shall mean only those occurring at Thanksgiving, Christmas and Easter.
- 7.8 Guidance Counselors who are required by the Board to work during the summer shall be paid at the appropriate summer school rates under Article 13.3.
- 7.9 The time worked between July 1st of the preceding calendar and June 30th of the current year will be considered a work year for teacher /personnel only, all teachers and other ten month employees are required to work a maximum of one hundred and eighty-four (184) days. The maximum number of pupil contact days will be one hundred and eighty (180) days.
- 7.10 Any meeting or orientation days required which do not fall within the pupil school year shall precede or follow the pupil school year.
- 7.11 If teachers are required to continue beyond the students' school year to complete necessary end-of-the-year tasks, they may leave upon completion of those tasks and with the approval of the Principal.
- 7.12 Telephones shall be installed on each floor of each school for use by the teaching staff.

- 7.13 Compensable Training Sessions
 - 7.13.1 Compensable training sessions shall be those designated by the Superintendent as Compensable Training Sessions (CTS), CTS shall not mean meetings or workshops as defined in Paragraph 7.3 and Paragraph 7.4.
 - 7.13.2 Only participants selected by the Superintendent for participation shall be entitled to compensation for CTS.
 - 7.13.3 Employees who voluntarily participated in CTS without designation by the Superintendent shall not be entitled to compensation.
 - 7.13.4 Effective July 1, 2010 the rate will be one hundred thirty two dollars (\$132.00).
 - 7.13.5 Each CTS will include a maximum of five (5) hours of actual training, exclusive of travel and meal time. Any additional time shall be paid at the summer school rate as established in Article 13.3 of this agreement.
 - 7.13.6 The Board will provide travel accommodations from a common site to any off-site location at which a CTS is conducted. Teachers will be responsible for providing their own lunch, except when funding is available from the Grant underlying the training program involved.
 - 7.13.7 The Board will provide the Association at least one (1) week written advance notice of all CTS's, whenever feasible. If such advanced notice is not feasible, notice will be provided to the Association simultaneously with the provision of notification to employees of the scheduling such training sessions.
- 7.14 Local Professional Development Committee
 - 7.14.1 Definition
Professional development includes district and individual professional development experiences, and other opportunities offered by a registered New Jersey provider. Goals and activities may be modified throughout the calendar year to meet emerging needs of the staff member.
 - 7.14.2 Local Professional Development Committee (LPDC)
The LPDC shall assess all district in-service programs in accordance with State regulations. All in-service pursuant to the five year plan shall be eligible for continuing education credits.
- 7.15 Mentoring
 - 7.16.1 Mentoring for all first year novice teachers including special education will be implemented in accordance with state regulations. State funds will be allocated as required by the State regulations for each new alternate route teacher, each new traditionally prepared teacher and each new special education teacher, must be used to pay stipends to the mentor teachers, training, release time, or substitutes as permitted in the regulations.
- 7.17 The Board expressly reserves its prerogative to change the schedule in order to implement any changes in the instructional delivery system. However, the Board will notify the Association of any proposed change, at least thirty (30) days before the commencement of this new schedule.

ARTICLE VIII

TEACHER EVALUATION

- 8.1 All monitoring or observation of the work performance of a teacher shall continue to be conducted openly and with full knowledge of the teacher and in accordance with Appendix "J" and applicable law. The use of public address, audio systems, and similar devices shall be with full knowledge of the teacher before such use.
- 8.2 A teacher has the right to a second observation if the time lines are not adhered to. This second observation must be requested by the teacher. This additional observation shall be conducted upon request of the teacher providing such request is made within ten (10) school days of the expiration of the previous time limit.
- 8.3 A teacher shall be given a copy of any class visit or evaluation report prepared by his/her evaluator and shall have a conference with his/her evaluator within fifteen (15) days after such evaluation. No such report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon without the teacher having prior knowledge of the contents of the report. An attached form shall be available for the teacher response. No teacher shall be required to sign a blank or incomplete form.
- 8.4 A teacher shall have the right, upon request, to review the contents of his/her personnel file. The teacher must give reasonable notice, and no more than three (3) teachers in any one (1) day shall avail themselves of the right granted herein. Under no condition shall any materials be removed by the teacher from his/her personnel file.
- 8.4.1 A teacher shall be permitted to have reproduced all materials in his/her personal file at his/her own expense.
- 8.5 The Board shall not establish any separate personnel file, which is not available for the teacher's inspection.
- 8.6 The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents.
- 8.7 With the exception of a continuing grievance or other such matter, final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance, and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this Article.
- 8.8 The provisions of Appendix J, which are enforceable through the provisions of Article III, shall be as limited by applicable law relating to negotiability. Any written descriptors clarifying ratings shall be provided to the teachers by October 31 each year.
- 8.9 Evaluation of Coaches
- 8.9.1 All monitoring or observation of the work of coaches and other extracurricular activity advisors shall be done by persons holding the appropriate supervisory or administrative certification.
- 8.9.2 Coaches and advisors will be given a final copy of all written observation and/or evaluation reports at least two (2) full days before the scheduling of any conference to discuss such report. No such report will be submitted to any administrator, placed in any permanent file or acted upon without the completion of a conference with the evaluator. A written response submitted by the evaluatee within ten (10) working days of receipt of the conference shall be attached to the report without comment.

- 8.9.3 Each coach and advisor will be observed at least one time and receive a written report of that observation before any final evaluation is completed. If the report of such observation contains notation of an unsatisfactory rating, specific written recommendations for correction will be made by the evaluator.

ARTICLE IX

COMPLAINT PROCEDURE

- 9.1 If a complaint regarding an employee is made to any member of the administration by any parent, student or other person, and if the administrator makes a written memo concerning the complaint, or if the complaint is in writing and either the Principal's written memo or the written complaint is to be placed in the employee's file, the employee shall be notified of the complaint before placement in the file. The employee may prepare a written response to be attached to the written memo or complaint.

ARTICLE X

ASSOCIATION - ADMINISTRATION LIAISON

- 10.1 The Association shall form a committee in each school, the number of the committee members to be related to the size of the school, but in no case will it exceed five (5) in number. The purpose of the committee is to meet once monthly with the Principal of the school for the discussion of matters related to that school. Such matter shall not involve the settlement of grievances nor attempt to negotiate new items. The subject matter of the discussion shall not be the subject of the grievance procedure. If, as a result of the discussion between the committee and the Principal further action appears warranted, a study committee may be formed to study the issue involved more intensely.
- 10.2 The Association shall form a committee of not more than five (5) members to meet once each marking period with the Superintendent. The subject matter of the meetings shall pertain to the school system and shall not be the settlement of grievances, nor shall any matters be negotiated. If warranted by discussion, study committees can be formed to study more intensely and discuss the issues which arise. The subject matter of the discussion between the Superintendent and the committee shall not be the subject for grievance procedure.

ARTICLE XI

VACANCIES

- 11.1 For teaching personnel only, during September through June, inclusive, whenever a professional staff vacancy occurs, other than classroom teaching vacancies occurring during the school year, or when a new position is created, a notice of the vacancy shall be posted on the teachers' bulletin board in each building a minimum of ten (10) calendar days. If the Board chooses to use its website for posting of vacancies, the posting time will be a minimum of five (5) calendar days. If such vacancy occurs during July or August, the posting period shall be thirty (30) days. Teachers interested in being considered for any posted professional staff vacancy shall file a written request with the Superintendent.
- 11.1.1 Other than the positions of Superintendent, Supervisor of Human Resources, Assistant Superintendent, and Administrative Assistant, all teaching staff appointments shall be posted.

- 11.1.2 If a teaching staff vacancy occurs during the summer, a notice shall be posted in each building and a copy mailed to the Association President, and to the senior building representative of each building, provided that the Association notifies the Board of their official addresses.
- 11.2 Appointments to any teaching staff vacancy on a temporary or permanent basis shall be made at the sole, reasonable discretion of the Board.
 - 11.2.1 When a person presently employed in the system is appointed on a temporary basis to fill a professional staff vacancy, he/she shall be paid the rate for the position retroactive to the first day he/she served in that position after he/she has completed thirty (30) continuous calendar days in that temporary appointment.
- 11.3 All positions for summer work, including curriculum work, shall be posted prior to Board appointment. Such posting shall include a job description and qualifications needed.
- 11.4.1 Teachers holding extracurricular positions as designated in Appendix "H" and Appendix "I" will submit a notice of intent to return to such position as follows:
 - Fall Sports before December 31st.
 - Winter sports before March 31st.
 - Spring sports before June 30th.

Such letter of intent to return may be accepted at a later time if there is good reason for a delay and if late submission does not prejudice anyone else.
- 11.4.2 Within sixty (60) calendar days of receipt of the letter of intent, the Board shall notify the teacher of its intent not to continue the teacher in such position. The District's acknowledgement of receipt of the letter of intent will come from the Athletic Director. If the Board does not give such notice within sixty (60) calendar days of such letter of intent, the teacher shall be continued in the position.
- 11.4.3 If the Board does not continue the employee in the position, the employee may request a statement of reasons for the Board's action. Such request must be submitted within fourteen (14) days of receipt of notice of the Board's intent. The Board will respond, in writing, to the teacher's request for a statement of reasons within (30) calendar days of receipt of such request for the teacher.
- 11.4.4 In the instance where the Board is obligated to make an involuntary assignment to an extracurricular activity and the employee completes the assignment for one year, that employee will not be involuntarily reassigned for more than one (1) additional year beyond the initial assignment. Such involuntary assignments will be made in order of reverse/inverse district seniority.
- 11.4.5 Compensation for any new position shall be negotiated prior to the posting of the position.
- 11.5 Whenever a non-teaching vacancy occurs or when a new non-teaching position is created, a notice shall be distributed to all support staff employees a minimum of ten (10) calendar days prior to filling the vacancy. Para-professional employees interested in being considered for any posted support staff vacancy shall file a written request with the Superintendent, custodial employees shall make the same request with the Supervisor of Human Resources.
 - 11.5.1 Other than the positions of Secretary to the Superintendent, Secretary to the Supervisor of Human Resources or Secretary to the Assistant Superintendent, all vacancies shall be posted.
- 11.6 When a person presently employed in the system is promoted within the bargaining unit, he/she shall be placed immediately on scale.

- 11.7 Appointments to any vacancy on a temporary or permanent basis shall be made at the sole discretion of the Board.
- 11.7.1 When a person presently employed in the system is appointed on a temporary basis to fill a vacancy, he/she shall be paid the rate for the position retroactive to the first day he/she served in that position after he/she has completed thirty (30) continuous calendar days in that temporary appointment.
- 11.7.2 Safety officers now employed shall be given first consideration when hiring safety officers for the summer session. This shall not be construed as any guarantee of hiring - only a first preference. Nothing herein contained in this Article precludes the Board from filling any vacancy with persons not presently employed in the system.

ARTICLE XII

TEACHER EMPLOYMENT

- 12.1 Any teacher employed contractually at least five (5) continuous months of any school year shall be given full credit of one (1) year of service toward the next increment step for the next year.
- 12.1.1 For teachers hired after June 30, 2001, initial placement on the salary guide shall be determined between the Board and the individual teacher. Such placement on the guide shall not be arbitrary and capricious. Credit for military experience only shall not exceed four (4) years.
- 12.2 Previously accumulated unused leave days shall be restored to all rehired teaching personnel.
- 12.3 Teachers shall be notified of contract status for the ensuing year no later than May 15. Teachers shall be notified of their salary status within three (3) weeks of ratification of this Agreement by both parties.
- 12.4 The Board shall make adjustments to salary for only graduate educational credits earned beyond the last degree acquired. In order to receive credit for courses taken, the employee must be in an approved certification, masters or doctoral program in an educational field. For credits earned and presented prior to September 1 of the contract year, adjustments will be made on September 1; for credits earned and presented prior to January 1 of the contract year, adjustments will be made on January 1. Any teacher who has received, prior to January 1, 1998, credit for non-graduate courses shall not forfeit that credit.
- 12.5 The Board and a committee of teachers agree to develop criteria for a Self Defense/Anti-Violence Workshop. This workshop shall not cause any expense to the Board for the attendance and participation of any staff.

ARTICLE XIII

SALARIES

- 13.1 Salaries
- 13.1.1 Effective either July 1, 2010 (for twelve (12) month employees) or September 1, 2010 (for ten (10) month employees), the salaries for all teachers covered by this Agreement are set forth in Appendix A except that teachers who are "alternate route" teachers hired after November 1, 2001 shall receive a salary as separately set forth in Appendix A. For "alternate route" teachers hired after November 1, 2001, the dollar differential between the corresponding salaries for "alternate route" and traditional route teacher shall be paid as a bonus to that alternate route teacher if and only if the teacher acquires tenure and remains in the school district for two additional years. Upon

reaching tenure the "alternate route" teacher shall be paid in accordance with the traditional route salary schedule.

- 13.1.2 Effective either July 1 or September 1, 2010, the salaries for all secretarial employees covered by this Agreement are set forth in Appendix B.
- 13.1.3 Effective either July 1 or September 1, 2010, the salaries for all aides covered by this Agreement are set forth in Appendix C1 or C2 (highly qualified aides).
- 13.1.4 Effective either July 1 or September 1, 2010, the salaries for all security personnel covered by this Agreement are set forth in Appendix D.
- 13.1.5 Effective either July 1 or September 1, 2010, the salaries for all central office employees covered by this Agreement are set forth in Appendixes E1, E2 and E3.
- 13.1.6 Effective either July 1 or September 1, 2010, the salaries for all custodial employees and groundskeepers covered by this Agreement are set forth in Appendix F.
- 13.1.7 Effective either July 1 or September 1, 2010, the salaries for all maintenance employees covered by this Agreement are set forth in Appendix G.
- 13.1.8 The compensation rates for Extra-Curricular Activities-Coaches effective for the duration of the Agreement are set forth in Appendix H.
- 13.1.9 The compensation rates for Extra pay for Extra Services effective for the duration of the Agreement are as set forth in Appendix I.
- 13.1.10 Any activity involving pay must be approved by the Superintendent in writing prior to the start of such activity.
- 13.1.11 Separate checks will be provided for all yearlong extra-curricular compensation with one-half (1/2) of the total compensation being paid on February 1 of each year, the remainder being paid with the last pay in June of each year.
- 13.2 Longevity shall be paid to employees according to the schedule contained in the appropriate salary Appendix for each classification of employee. In order for the first year of employment to be counted towards longevity, twelve month employees must be hired prior to January and ten month employees must be hired prior to February and be eligible to receive a salary increment for the following year.

Except for the payment of services after the 24th and 29th years only continuous service in the Atlantic City School District will qualify as a longevity payment for service. Employees hired after July 1, 2001, will be eligible for longevity based only on Atlantic City service.

- 13.3 Teachers accepting assignment to summer school, evening school or home bound instruction shall be paid at the following rate:

Effective July 1, 2010 - \$45.87 per hour

- 13.3.1 The hourly rate for summer instructional aides shall be \$16.50.
- 13.4 For teachers only, evening school and home tuition pay shall be paid by a check separate from base pay.

13.5 The learning disability specialists, psychologists, speech therapists, and social workers shall receive compensation of five hundred twenty two dollars and 50 cents (\$522.50) in addition to their salary as established by the appropriate salary scale.

13.5.1 The above-mentioned compensation shall not be applicable to any person in the above categories whose initial contract became effective on or after July 1, 1978.

13.6 Retirement Bonus

All employees retiring from the Atlantic City School System with over twenty (20) years of continuous service in the system shall be eligible for a retirement bonus as follows:

13.6.1 The employee must notify the Superintendent eight (8) months prior to the employee's retirement date.

13.6.2 If the employee fails to notify the Superintendent eight (8) months prior to the employee's retirement date, the employee shall receive his/her retirement bonus the first school year subsequent to the school year in which he/she retires.

13.6.3 All retirement bonuses shall be computed by determining the employee's regular accumulated sick leave days as of the retirement date. That figure shall be multiplied by ninety five dollars (\$95.00) for teachers and eighty five dollars (\$85.00) for all other employees and the resulting sum up to a maximum of fifteen thousand dollars (\$15,000) shall be the individual employee's retirement bonus.

13.6.4 Retirement bonuses shall be payable to an employee's estate, if the employee has met the above service requirement but has died prior to actual retirement.

13.7 Teacher Substitute Calls: All teacher substitute calls shall be taken by the Principal who shall transmit them to the secretary designated by the Principal and who shall then make all calls to substitutes from the secretary's home in the morning prior to the start of the school day. The secretary who performs the task shall be paid as follows:

Elementary buildings (24 or less teachers)	\$385.00 per year
Elementary buildings (25 or more teachers)	\$495.00 per year
Viking Academy	\$385.00 per year
High School	\$1485.00 per year

The Board will reimburse the secretary for all monthly fees and toll calls.

13.8.1 For support personnel only, any ten-month employee continuously employed for five (5) months (inclusive of probationary period) of any school year to the closing of that school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Any twelve-month employee continuously employed for six (6) months (inclusive of probationary period) of any school year to the closing of that school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

13.9 Non-teaching employees of the bargaining unit shall receive three hundred nineteen dollars (\$319.00) in addition to their salary as established by the appropriate salary scale for each year after thirty-two (32) credits of college are completed. Payment of an additional three hundred nineteen dollars (\$319.00) for a total of six hundred thirty eight dollars (\$638.00) shall be added to non-teaching employees salary upon submission of proof of completion of sixty-four (64) credits.

13.10 Non-teaching employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel after reporting to their assigned building at the rate paid by the State of New Jersey and submitting a voucher.

13.11 Only if the Board directs an employee to take specific educational courses shall the Board pay expenses of such courses and such expense(s) must be considered reasonable.

13.12.1 Only those custodians who are black seal or blue seal certified shall receive:

Six hundred sixty dollars (\$660.00) in 2010-2013

13.12.2 A certified pool operator shall receive:

Six hundred sixty dollars (\$660.00) in 2010-2013

ARTICLE XIV

TEACHER ASSIGNMENT

14.1 Normally by June 1 of each year, teachers shall be notified by the appropriate administrator of their teaching assignments for the coming year.

14.2 In the event that changes are made by the appropriate administrator in such proposed teaching assignments, the teacher affected shall be notified promptly.

14.3 Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel after reporting to their first school of the day, and submitting a voucher. The rate of pay for mileage shall be equal to that paid by the State of New Jersey.

ARTICLE XV

TEACHER TRANSFERS AND REASSIGNMENTS

15.1 By May 1 of each school year, the Superintendent, or his designee, shall mail to the Association and have posted in all school buildings, a list of the known teaching vacancies which shall occur during the following year.

15.2 Normally, teachers who desire a change in grade and/or assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent with a copy to the principals concerned no later than May 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred in order of preference.

15.3 As soon as is practicable, the Superintendent, or his/her designee, shall notify the Association regarding the names of all teachers who have been reassigned or transferred.

15.4 In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be considered. However, all such transfers or reassignments shall be made at the reasonable discretion of the Board. No teacher shall be required to re-apply for his/her job.

15.5 Notice of any pending involuntary transfer or reassignment shall be given to the teacher as soon as is practicable and normally not later than May 15. The teacher involved may request and have a meeting with the Superintendent or his designee to discuss the transfer.

ARTICLE XVI

INSURANCE COVERAGE

- 16.1 In accordance with applicable law, all employees, with the exception of those who “opt out,” shall pay the legislated contribution pursuant to P.L. 2010, c. 2 of their annual salary, which is 1.5%, toward the health insurance premium. The Board will assume the remaining costs for all coverage reflected in Appendix K with health benefit co-pays of ten dollars (\$10.00) and a deductible of two hundred dollars (\$200.00) per individual and four hundred dollars (\$400.00) per family. The prescription co-pay is fifteen dollars (\$15.00) for branded drugs and five dollars (\$5.00) for generic drugs. All mail order prescriptions shall be zero (\$0.00) co-pay. The coverage’s set forth in Schedule K must be available through a network of providers that is at least as broad as that currently in place through the Blue Cross/Blue Shield of New Jersey Network of Participating Providers.
- 16.2 The Board of Education shall provide an eye care plan or an insured plan covering employees and families. The level of benefits shall be consistent with the plan summary reflected in Appendix "K". In the event that members shall elect to seek the services of non-participating providers, the benefit levels shall be those reflected in the reimbursement schedule of the plan summary reflected in Appendix "K" and in no event shall exceed three hundred dollars (\$300.00) annually.
- 16.3 The Board reserves to itself the right to change insurance carriers if it finds a comparable or better and less costly plan. Prior to any such change the Board will discuss the matter with the Association.
- 16.3.1 If there is disagreement as to whether the proposed new plan does not meet the criteria of 16.1 and 16.2, the question may be referred directly to arbitration and, if so, such request for arbitration must be made within ten (10) school days of the discussion referred to in 16.3 above.
- 16.4 The Board shall make plan descriptions available to all employees in the bargaining unit as the Board receives them from various carriers. If an employee requests such a description and the Board does not have it available, the Board shall request copies of the description from the carrier.
- 16.5 Commencing on October 1st of each year, employees designated as qualified recipients of hepatitis "B" inoculations shall be inoculated at board expense.
- 16.5.1 The selection of the vendor for the program shall be the prerogative of the Board.
- 16.6 Opt out provision
- The Board agrees to establish a Section 125 (I.R.S. Code) Plan for the purpose of making 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 web coverage is excludable in the employee's gross income as compensation. The Board shall provide the Association with a copy of the plan document.
- 16.6.1 An employee otherwise entitled to health insurance coverage shall have the option to voluntarily not participate in all insurance coverage and withdraw from any such coverage. It is understood that the decision to exercise this option rests solely with the employee. In the event the employee makes such election, the Board shall compensate such employee fifty percent (50%) of the yearly premium cost for the plan(s) under which the employee would have been covered. Such cash payment shall be in the form of a stipend and shall be paid in ten (10) equal monthly installments, of the school year in which the non-participation occurs.

16.6.2 In order for an employee to be eligible to elect this cash option, for the insurance plans as per Article 16.1 above, an employee must provide documentation to the Board that he/she is covered under an alternate health insurance plan.

16.6.3 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 prior to July 1. Employees may either reelect the option of withdrawal during each re-opener period or elect to reenroll in the insurance plan(s) offered by the district. In order for a bargaining unit member to Opt Out of health insurance coverage and receive the full annual entitlement those members must comply with two criteria:

a.) The member must submit the appropriate Opt Out form not later than the June 30 prior to the work year for which they wish to Opt Out of health insurance coverage, and

b.) The member must begin the new work year no later than the first day of the new school year; for ten (10) month employees this will be the first day of the new school year and for twelve month employees this will be July 1 or the first work day in July.

Failure to meet either of these two criteria will result in the member's Opt Out entitlement being pro-rated based on when the member submits the Opt Out Form. The member will begin receiving the Opt Out entitlement once the Board discontinues the employee's Health Insurance coverage.

16.6.4 If administratively possible, a flexible Savings Account (FSA) shall be available to all employees regardless of whether or not they choose to "opt out" of the insurance plans.

16.6.5 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/her alternate health insurance coverage shall be entitled to re-enroll in the health plan during the year provided the employee provides the Board with notice of the change of status within sixty (60) days of the event causing such charge. 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 the 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

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

ARTICLE XVII

SICK LEAVE

17.1 Employees shall receive ten (10) days sick leave per year as ten-month employees and twelve (12) days sick leave per year as twelve (12) month employees which shall be credited on the first day of the new school year (September 1 for ten month employees, July 1 for twelve month employees). Such sick leave days shall be allowed to accumulate and be used as needed in subsequent years. Such accumulation prior to 1970 shall be subject to the rules and regulations of the Board of Education regarding the credit for such accumulation.

17.1.1 If any employee leaves sick having worked less than four and one-half (4 ½) hours and leaves prior to the close of the workday, he/she shall be charged one half (1/2) sick day. If any employee leaves sick having worked four and one-half (4 ½) hours or more he/she shall be credited for working a complete day.

- 17.2 In the event of an extended verified illness which goes beyond accumulated sick leave, an employee may be granted additional sick leave by the Superintendent and Board, less the cost of the substitute. Except as required by Federal and State law, in no event shall any employee request or receive more than one (1) such leave in any ten (10) year period.
- 17.3 In computing salary deduction 1/200th of the contract salary shall be deducted for each day's absence for ten (10) month employees. For employees working twelve (12) months, 1/240th of the contract salary shall be deducted.
- 17.4 An employee who suffers medical disability because of pregnancy and childbirth and provides a doctor's certificate to that effect shall be entitled to sick leave utilization in accordance with the provisions of this Article and applicable law.

ARTICLE XVIII

TEMPORARY LEAVES OF ABSENCE

- 18.1 An employee may receive up to a maximum of three (3) days of personal leave with reason given and sufficient notice to the administration, except in the event of an emergency. Such days of personal leave must be used to handle obligations which cannot be completed during school time and shall include religious holidays and may be used for family illness in the immediate family. Such leave is not a substitute for vacation. For all teaching personnel only, employees, personal leave days must be taken as a whole day of leave and shall not be used to extend a holiday or vacation period, except for illness in the immediate family or attendance at the funeral of an immediate family member. For all support staff employees, personal days may be utilized for one-half (1/2) day units, pursuant to the provisions stated immediately above. Personal leave days which are not used in any one school year shall accumulate as sick days and be added to the employees' accumulated sick leave.

The Board of Education shall supply to each employee by November 1 of each school year an accounting of accumulated sick leave days available as of each September 1.

- 18.1.1 Employees shall be permitted to attend class reunions if such attendance necessitates absence during a school day. Employees shall be permitted to attend commencement exercises for their own graduation or for the graduation of their spouse or children provided arrangements are made in writing with the Superintendent of Schools at least one week in advance. If such absence is not taken under the provisions of 18.1, such absence shall cause a deduction of the amount of a substitute's pay.
- 18.2 An employee shall be granted up to five (5) consecutive calendar days (exclusive of weekends) for death in the immediate family. One (1) of the said days must be the day of the funeral. "Immediate family" shall be defined as mother, father, brother, sister, husband, wife, child, mother-in-law, father-in-law, grandparent, grandchild, legal guardian, or any other person domiciled in the same household as the employee. If, in the judgement of the Superintendent, circumstances warrant, the Superintendent may grant additional leave.
- 18.3 Jury Duty Leave - Time as necessary to perform jury duty will be granted if required to do so. Any employee serving on jury duty shall receive his/her full salary, less the amount of any jury duty pay, for the time served, provided that ten (10) month employees must first request to postpone their service to the summer months. The Board may require proof of such request, and have an opportunity to request such postponement on behalf of the employee. If, after such request is made by the Board and the jury duty still is not postponed, the Board shall provide pay as outlined above.

- 18.4 A committee of five (5) custodial personnel employees mutually selected by the Business Administrator and the Association shall be permitted to attend the New Jersey Education Association Convention held annually in Atlantic City.
- 18.5 The Board shall grant up to two (2) days each school year for each of two (2) para-professional representatives of the Association to attend NJEA workshops or normal structured seminar studies conducted by Rutgers, the State University if the following conditions are met: the request for such leave must be made to the appropriate supervisor and his/her approval secured in advance. Such approval shall not be unreasonably withheld by the supervisor.
- 18.6 All employees governed by this CBA who hold elective or publicly appointed offices other than state legislator or county freeholder, who receive leave under N.J.S.A. 18A:6-8.1 and N.J.S.A. 18A:6-8.2, are entitled to limited paid leave from their school duties for reasons incident to such offices, after receiving written approval from the Superintendent or designee. Employees will be limited to ten (10) hours of paid leave per month. Before an employee may take such leave he/she must receive written approval from the Superintendent or designee.

ARTICLE XIX

EXTENDED LEAVES OF ABSENCE

- 19.1 For teachers only, as many as four (4) teachers per school year may be granted leaves of absence by the Board of Education at its sole discretion for study or travel when in the opinion of the Board, the leave will contribute to the Atlantic City School program. In no event shall any employee receive more than one such leave during any ten (10) year period.
- 19.1.1 A teacher on leave shall receive one-half salary.
- 19.1.2 A teacher on leave shall receive salary increments and benefits commensurate with in-service personnel.
- 19.1.3 Duration of leave shall be for one (1) school year, except if the leave is granted as part of the residence requirement for a doctorate, in which specific case the leave shall then be for one (1) semester at full salary.
- 19.1.4 Seven (7) years of service in the Atlantic City Public Schools shall be required prior to the leave.
- 19.1.5 An expectation of at least two (2) years of additional service in the Atlantic City Public Schools shall be required following the leave.
- 19.1.6 Applications for leave must be made sufficiently in advance, but at least prior to December of the preceding year, to allow for proper and adequate replacement and receive the approval of the Principal, Superintendent of Schools and the Board of Education.
- 19.2 For all employees, a child rearing leave of absence without pay will be granted under the following circumstances and upon request of employees having tenure, or having served three (3) years of continuous employment.
- 19.2.1 A leave of absence without pay for child rearing purposes shall not exceed twenty-four (24) months and an employee shall return from such leave at either the beginning of a school year or January 1. Only with the sole approval of the Superintendent may an employee return at a time other than specified.
- 19.2.2 Notice that the employee intends to return to active duty must be made at least four (4) months before the date of return.

- 19.2.3 All Child rearing leave shall be without pay.
- 19.2.4 A non-tenured employee shall not be entitled to a leave of absence beyond the contract school year in which the leave was obtained.
- 19.2.5 Personnel returning from a child rearing leave shall be placed on the latest salary guide with employees of equal training and experience. No experience credit will be granted for the period of leave.
- 19.2.6 Any employee with tenure or having served three (3) years of continuous employment adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of the adoption. Prior to receiving such leave, the employee shall meet and discuss the employee's intent with the Superintendent substantially in advance of receiving de facto custody. The employee and the Superintendent shall attempt to determine a mutually satisfactory date upon which the leave shall commence.
- 19.3 Leaves of absence with pay will be granted to personnel required to perform short periods of military duty annually (A copy of the military orders shall be filed with the Secretary of the Board). Such leaves are authorized by Chapter 351, Section 38:23-1 of the New Jersey Statutes. Any other military leave shall be as mandated by law.
- 19.4 A teacher with tenure may receive a leave of absence without pay up to two (2) years for the purpose of joining the Peace Corps, VISTA, National Teachers Corps, or to serve as an exchange teacher or overseas teacher as a full-time participant in either of such programs, or who accept a Fulbright Scholarship.
 - 19.4.1 A leave of absence without pay for either one (1) semester or one (1) year may be granted for the purpose of caring for a sick member of the tenured teacher's immediate family. Additional leave for this purpose may be granted at the sole discretion of the Board.
- 19.5 Upon returning from leave granted pursuant to Sections 19.3 and 19.4, a teacher shall be considered as if he/she had been actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. A teacher shall not receive increment credit for time spent on other leaves granted pursuant to this Article.
- 19.6 Unused accumulated sick leave and credit toward sabbatical eligibility shall be restored to the teacher upon his/her return from leave granted pursuant to this Article. He/she shall be assigned to the same position which he/she held at the time said leave commenced if available; if not, to a substantially equivalent position.
- 19.7 All applications and responses for leaves shall be presented in writing on forms provided.

ARTICLE XX

TUITION REIMBURSEMENT

- 20.1 For teachers only, the Superintendent or designee shall only approve reimbursement courses taken if the teacher submits a written request for such approval within ten (10) calendar days of the first class meeting and if the course meets one of the following criteria:
 - 20.1.1 The teacher must be a matriculate in a program to an advance degree in the field of education; or
 - 20.1.2 Taking courses necessary for certification in a specific field of education; or

- 20.1.3 Taking courses for professional improvement directly related to the subject or subject area currently being taught by the teacher.
- 20.2 Courses must be taken for graduate credit or approved equivalent and be given by an accredited four (4) year college or university.
- 20.3 All teachers newly employed will become eligible for tuition reimbursement after the completion of three (3) school years of continuous employment in the district and the issuance of a fourth contract for continuous employment. Such reimbursement shall apply only to those courses completed after the completion of the three (3) school years period noted above.
- 20.4 Tuition reimbursement shall be made on the following conditions:
 - (a) One hundred percent (100%) of course expenses for a grade of "B" or better.
 - (b) No reimbursement shall occur for any course grade of a "C" or less.

For the 2010-2011 school year, teachers will be reimbursed for all tuition and fees up to nine (9) credits per semester at the Rowan University per credit rate plus all applicable fees. Employees will submit transcripts for reimbursement by the following dates: 10/1, 2/1 and 7/1. The Board will reimburse employees on the following dates: 11/1, 3/1 and 8/1.

For the 2011-2012 school year, teachers will be reimbursed for tuition up to eighteen (18) credits annually at the Rowan University per credit rate plus all applicable fees. Employees will submit transcripts for reimbursement by the following dates: 10/1, 2/1 and 7/1. The Board will reimburse employees on the following dates: 11/1, 3/1 and 8/1.

For the 2012-2013 school year, teachers will be reimbursed for tuition up to fifteen (15) credits annually at the Rowan University per credit rate plus all applicable fees. Employees will submit transcripts for reimbursement by the following dates: 10/1, 2/1 and 7/1. The Board will reimburse employees on the following dates: 11/1, 3/1 and 8/1.

- 20.5 Reimbursement for mileage, meals, books, etc., will not be permitted; only tuition and registration fees will be reimbursable.
- 20.6 In the event that a teacher takes a course at the specific request of the Board, the Board will pay all fees and expenses for such course. The amount paid by the Board for such course shall not be deducted from any amount for which the teacher is otherwise eligible for tuition reimbursement.
- 20.7 For the 2010-2011 school year, support staff members will be reimbursed for all tuition and fees up to nine (9) credits per semester at the Rowan University per credit rate plus all applicable fees, provided the following conditions are met:
 - (i) Payments will be made for undergraduate college or university or other institution which grants credits for application to a degree.
- 20.7.1 For the 2011-2012 school year, support staff members will be reimbursed for tuition up to eighteen (18) credits annually at the Rowan University per credit rate plus all applicable fees, provided the following conditions are met:
 - (i) Payments will be made for undergraduate college or university or other institution which grants credits for application to a degree.

- 20.7.2 For the 2012-2013 school year, support staff members will be reimbursed for tuition up to fifteen (15) credits annually at the Rowan University per credit rate plus all applicable fees, provided the following conditions are met:
- (i) Payments will be made for undergraduate college or university or other institution which grants credits for application to a degree.
- 20.8 The Board shall encourage teacher training through the Reading Recovery Program. The board shall absorb the entire cost of the teacher participation provided:
- (a) The teacher successfully completes the program;
 - (b) The teacher remains in the employ of the school district for at least two school years after the completion of the program; and
 - (c) The teacher signs a written guarantee that if the above conditions are not complied with the cost of the program shall be reimbursed by the employee within thirty days from the program completion date.
 - (d) In the event the teacher fails to comply with the above three conditions, the Board is authorized to deduct the cost of the program through payroll deduction spread over one calendar year or to seek reimbursement under the written guarantee.

ARTICLE XXI

SUPPORT PERSONNEL WORK YEAR

- 21.1 For all twelve (12) month employees, the time worked between July 1st of the preceding calendar year and June 30th of the current calendar year will be considered a work year and will be the base period for the calculation of the vacation pay for the current calendar year.
- 21.2 All support staff employees shall have year round use of accrued vacation time, subject to the approval of the supervisor and Superintendent. Vacation shall be granted based upon the following:
- 21.2.1 For all twelve (12) month employees, vacations shall be as follows:
- a. Upon completion of the first year of contractual employment, one (1) day per month to a maximum of ten (10) working days.
 - b. From the completion of one (1) year of continuous employment to the completion of the sixth (6th) year, ten (10) working days.
 - c. From the beginning of the seventh (7th) year of continuous employment to the completion of the tenth (10th) year, fifteen (15) working days.
 - d. After the beginning of the eleventh (11th) year of continuous employment, twenty (20) working days.
- For custodial employees, the scheduled time for vacations shall be mutually agreed upon between the employees, and the Supervisor of Human Resources or his/her designee.
- 21.2.2 Vacation allowance for support staff employees is based upon time worked in the Atlantic City school system and calendar years worked in a ten-month position shall be treated as a twelve-month year for the purpose of having vacation allowance.

- 21.2.3 Vacation days will be carried over from one contract year to the next, provided that in no event shall the employee carry over more than one (1) year's worth of vacation entitlement, in total, and such carry overs will not be compensated for upon separation of employment. However, members will receive compensation for vacation time they earned the previous year not to exceed one (1) year's earned vacation time.
- 21.3 Holidays – Twelve (12) month custodians, maintenance workers, groundskeepers, and safety officers will have the following holidays.
- 21.3.1 All 12 month custodians, maintenance workers, groundskeepers twelve month safety officers shall be entitled to the following holidays with pay on which they are not required to work:
- July 4
 - Labor Day
 - Election Day (if schools are closed)
 - Veteran's Day
 - Thanksgiving Day
 - December 24
 - December 25
 - December 31
 - January 1
 - Martin Luther King Day (day of celebration)
 - President's Day (day of celebration)
 - Good Friday
 - Memorial Day (day of celebration)
 - Lincoln's Birthday (day of celebration)
 - Columbus Day (day of celebration)

In the event that such employees are called in to work on December 24 or December 31 for an emergency, payment will be made at standard rates. The Parties agree that emergency means an unforeseen circumstance requiring immediate action.

- 21.3.2 In the event that the aforementioned twelve (12) month employees shall be required to work on a holiday, they shall receive pay at their normal rate, plus a fifty percent (50%) holiday premium. In the event a custodial or security employee is required to work due to unforeseen or emergent circumstances on a state declared emergency declared by the Governor, he/she shall receive one (1) additional day's pay.
- 21.3.3 In addition to those holidays set forth in Article 21.3.1, aforementioned 12 month employees shall receive an additional "floating" holiday that may be taken on their date of birth or any other day provided thirty (30) days advance, written notice is given to the Assistant Superintendent of Operations.
- 21.3.4 In the event one of the above enumerated holidays falls on a Saturday or Sunday, the aforementioned twelve (12) month employees shall celebrate such holiday on the following Monday.

ARTICLE XXII

SUPPORT PERSONNEL HOURS AND SCHEDULE

- 22.1 The workweek for custodial, groundskeepers, maintenance and twelve month security employees shall consist of forty (40) hours, excluding lunch. The Board may assign a Saturday or Sunday as a regular workweek without requiring the payment of any additional compensation. In no event is the Board required to pay any overtime premium unless required by the Fair Labor Standards Act, or Article 21.3.2.

- 22.2 Any leaves taken that require either an early departure or a late reporting after reporting to work shall not result in credit for a full days pay, unless the Assistant Superintendent of Operations consents in writing.
- 22.3 All custodial, groundskeepers, and maintenance employees shall, on those Jewish Holidays that children are not in school, work from 8:00 a. m. to 12:00 noon and shall eat lunch thereafter.
- 22.4 Custodial and Twelve Month Security Work Shifts:
- 22.4.1 Upon establishment of new shifts, all positions available on the new shifts shall be posted for ten (10) working days. Employees wishing to be transferred to a new shift shall be assigned first. If there are more employees requesting the assignment than there are positions, the selection of employees to be assigned to the posted shift shall be based on seniority in the district. In the event that not enough employees request the transfer, then the Board may assign employees to the new shifts based upon reverse seniority (lowest seniority to highest).
- 22.4.2 For custodial and twelve month security a (A) "shift premium" shall be paid, only (if the shift commences after 3:00 p.m. for the "third" shift. The shift premium is one thousand four hundred thirty dollars (\$1430.00) for the school years 2010-2013.
- 22.5 Overtime for maintenance shop/employee shall be equitably distributed among those employees, except if a special skill is required.
- 22.6 The workday for para-professional employees shall be seven (7) hours exclusive of lunch.
- 22.6.1 The Superintendent shall designate for all employees which one hundred and eighty (180) workdays shall be seven (7) hour workdays plus the one-half (1/2) or one (1) hour lunch period as scheduled. The remaining four (4) workdays, which may be less than few (4) at the sole discretion of the Superintendent, of the work year shall be one (1) hour less.
- The work day for safety officers during the regular school year shall be reasonably scheduled by the Superintendent or designee and will not exceed eight (8) hours inclusive, of a one half (1/2) hour lunch.
- 22.7 Duty-Free Lunch
- Para-professional employees shall receive a daily duty-free lunch period as follows:
- Secretaries - One (1) hour per day except where Building Principal and secretary have agreed to one-half (1/2) hour. Safety Officers, High School - one-half (1/2) hour.
- 22.8 The hours and rates of pay for summer school safety officers shall be:
- First Shift (7:00 a.m. - 3:00 p.m.): (\$93.50)
- Second Shift (3:00 p.m. - 11:30 p.m.): (\$104.50)
- Any personnel that are assigned for a four (4) hour shift shall only receive a per diem of \$71.50.
- The Second Shift personnel shall be responsible for the closing and securing of the building at the conclusion of their shift.
- 22.9 On scheduled half days prior to Thanksgiving, Christmas and Easter, school secretaries may leave at 1:15 p.m. and administration building employees may leave at 1:30 p.m.

- 22.9.1 No member of the bargaining unit shall be in a classroom for more than one-half (1/2) of a school day without a certified professional being present.
- 22.10 Any necessary overtime must be approved in advance by the Superintendent or designee.
- 22.11.1 Overtime shall be paid only after the completion of forty (40) hours in any scheduled workweek. The overtime rate of pay shall be the normal rate of pay plus a fifty- percent (50%) overtime premium.
- 22.12 When schools are closed due to severe inclement weather, custodial employees shall telephone the Assistant Superintendent of Operations or his/her designee.
- 22.13 The Board expressly reserves its prerogative to change the schedule. However, Board will notify the Association of any proposed change, at least thirty (30) days before the commencement of this new schedule.
- 22.14 Custodians shall perform the tasks assigned by the Building principal or the Business Administrator that are consistent with their job description. Such tasks include, but are not limited to repairs and maintenance work of a minor nature that would normally not require any specialized training.
- 22.15 In the event that the Board exercises its prerogative to privatize custodial/maintenance function, it shall give the Association four (4) months advance notice by way of a resolution. The notice must be received by the Association at least four (4) months prior to the resolution accepting any proposals from the successful vendor.

In the event such notice is not timely received, than all affected employees shall receive a severance payment equivalent to one week pay for each year of service, along with paid health insurance benefits not to exceed six (6) months in duration.

The Board further agrees to include a right of first refusal provision in the bid specifications in order to attempt to continue the employment of any qualified employee through the successful vendor.

ARTICLE XXIII

EMPLOYMENT PROCEDURES

- 23.1 All newly hired support staff employees shall be required to serve a probationary period of ninety (90) consecutive calendar days, during which time their employment may be terminated at the will of the Board and no grievance may be filed. During the probationary period, employees shall be provided health benefits pursuant to the carrier's regulations, but no other contractual benefits will be provided. However, the Board will abide by N.J.S.A. 18A with respect to sick leave benefits. The Board may set a hiring rate for probationary employees. Upon satisfactory completion of said probationary period, an employee shall be issued an employment contract, and all time worked from the initial date of hire shall be counted toward seniority, increment credit and for pension purposes.
 - 23.1.1 It is specifically understood that the Board shall retain the right to hire substitute or temporary custodians, in its discretion, for the purpose of replacing staff members on leave.
- 23.2 The Supervisor of Human Resources may, in his/her sole discretion, grant credit greater than that itemized in this paragraph if the circumstances make such excess necessary.
- 23.3 On Fridays, school secretaries may leave at 3:00 p.m.

- 23.4 In the event that changes in assignment are made by the appropriate administrator, the employee affected shall be notified promptly.
- 23.5 Support staff employees who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Supervisor of Human Resources with a copy to the principals concerned no later than May 1.
- 23.6 For custodial employees, as soon as is practicable, the Assistant Superintendent of Operations or his/her designee shall notify the Association regarding the names of all employees who have been reassigned or transferred. For all other employees, the Superintendent or his/her designee shall be responsible for notification pursuant to this paragraph.
- 23.7 In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be considered. However, all such transfers or reassignments shall be made at the sole discretion of the Board.
- 23.8 All support staff employees shall be notified of their contract and salary status for the ensuing year by June 30 or upon completion of negotiations for a new or changed collective bargaining Agreement, whichever shall come later.
- 23.9 Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.

ARTICLE XXIV

REDUCTION IN RANK OR JOB CLASSIFICATION

- 24.1 Non-teaching employees shall not be reduced in rank or job classification without just cause.

ARTICLE XXV

JOB SECURITY

- 25.1 After three (3) years of uninterrupted continuous service, each custodial employee shall be appointed for an unfixed term so as to provide the tenure protection available to such employees under the provisions of Chapter 137, Public Laws of 1960 (N.J.S.A. 18A:17-3 and N.J.S.A. 18A:17-4).

ARTICLE XXVI

SUPPORT PERSONNEL EVALUATION

- 26.1 For all support staff employees, any written evaluation of an employee shall be shown to the employee and he/she shall sign it to indicate that he/she has so seen it. The employee shall be given a copy of his/her evaluation and he/she shall be permitted to respond to it. If the employee refuses to sign the evaluation, such failure will be noted on the evaluation being filed.

ARTICLE XXVII

COMPLAINT PROCEDURE

- 27.1 Any complaint considered serious by the administration or Supervisor of Human Resources will be brought to the attention of the employee. If such complaint is placed in the employee's file, the employee may append a response.

ARTICLE XXVIII

MISCELLANEOUS

- 28.1 This Agreement constitutes the entire Agreement between the parties and encompasses all matters which were the subject of negotiations or could have been the subject of negotiations. Neither party shall be required to negotiate on any matters except as provided for negotiations of a successor Agreement.
- 28.2 Nothing in this Agreement shall apply retroactively unless specified.
- 28.3 No certified teacher shall purchase any classroom materials at his/her own expense, nor shall he/she purchase any such materials without first securing the proper purchase order.
- 28.4 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 said 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.
- 28.5 The Board and the Association shall each pay one-half (1/2) of the cost of the final printing of the number of copies mutually agreed upon of this contract agreement in the form mutually agreed upon.
- 28.6 Any reduction in force and subsequent recall shall be in accordance with the prevailing law of the State of New Jersey and applicable guidelines, rules and regulations of the Board of Education of the State of New Jersey. Consultation with the Association shall take place in advance of effectuating any reduction in force.
- 28.7 Standardized tests given at the discretion of the administration shall be machine scored when facilities are available for such scoring.
- 28.8 A standard procedure for teachers to report absences shall be established throughout the district. Teachers will not be required to provide their own substitutes.
- 28.9 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement have been applied to all employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, and shall continue to be still applicable during the term of this Agreement.
- 28.10 Any individual contract between the Board and an individual employee, hereto for 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.
- 28.11 Whenever any notices are 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 telegram or registered letter at the following address:

28.11.1 If by the Association to the Board at 1300 Atlantic Avenue 5th floor Atlantic City, NJ 08401

28.11.2 If by the Board, to the Association at the location of the president.

ARTICLE XXIX

REPRESENTATION FEE

- 29.1 The Association shall, on or before September 30, deliver to the Board a written statement containing the following:
- 29.1.1 A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
 - 29.1.2 A statement that the Association has established a "demand and return System" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
 - 29.1.3 A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.
 - 29.1.4 A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement
- 29.2 Beginning with the first full pay period in November, the Board will commence deductions from salaries of such teachers in accordance with Paragraph 29.3 below, of the full amount of the representation fee and will promptly send the amount so deducted to the Association.
- 29.3 **Payroll Deduction Schedule**
The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the membership year in question
- The deductions will begin with the first paychecks:
- a. In November; or
 - b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
 - c. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
- 29.4 On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.
- 29.5 The Association hereby agrees to indemnify, defend, and save harmless the Board from any claims, suit, or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

ARTICLE XXX

BOARD'S RIGHTS

- 30.1 The Board hereby retains and reserves unto itself all powers, duties, rights, authority and responsibilities centered upon and vested in it by the Laws and Constitutions of the United States and of the State of New Jersey, including, but not limited to, the following rights:
 - 30.1.1 The executive management and administration control of the Board, its properties, facilities and the activities of its employees;
 - 30.1.2 To hire, promote and transfer employees.
 - 30.1.3 To suspend, discharge or take other disciplinary actions in accordance with this Agreement and Law;
 - 30.1.4 To make all decisions relating to the performance of the Board's operations, educational and maintenance activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized;
 - 30.1.5 To change, modify or promulgate reasonable policies, rules and regulations in accordance with law.
- 30.2 The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the express terms of the Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- 30.3 The failure to exercise any of the foregoing rights, or any right deemed to be a management right by law shall not be deemed to be a waiver thereof.

ARTICLE XXXI

DURATION OF AGREEMENT

This Agreement shall take effect as of July 1, 2010 and shall remain in full force and effect until June 30, 2013.

FOR THE ASSOCIATION

FOR THE BOARD

APPENDIX "A"

SALARY SCHEDULE
CERTIFIED TEACHING PERSONNEL

2010-2011

Salary Guide

Step	BA	B+15	B+30	MA	M+15	M+30	DOC
1	46,702	48,114	49,529	50,943	52,356	53,770	56,598
2	47,003	48,418	49,831	51,246	52,659	54,072	56,899
3	47,307	48,720	50,134	51,548	52,960	54,374	57,202
4	47,609	49,023	50,435	51,850	53,263	54,677	57,504
5	49,437	50,851	52,265	53,679	55,094	56,507	59,335
6	51,706	53,120	54,532	55,947	57,360	58,773	61,601
7	53,974	55,389	56,802	58,215	59,630	61,044	63,871
8	56,242	57,656	59,069	60,484	61,897	63,311	66,138
9	58,510	59,924	61,336	62,750	64,164	65,577	68,405
10	61,231	62,644	64,058	65,472	66,886	68,299	71,126
11	63,499	64,912	66,326	67,740	69,153	70,568	73,394
12	68,034	69,447	70,860	72,275	73,689	75,103	77,930
13	73,780	75,192	76,606	78,020	79,434	80,847	83,675
14	79,674	81,089	82,503	83,916	85,331	86,744	89,572
15	86,855	88,289	89,726	91,160	92,595	94,031	96,901

In accordance with Article 12 4, advancement within this scale is based solely on graduate level course credit or approved equivalent.

Teachers who are "alternate route" teachers hired after November 1, 2001 shall receive a salary that is 10% less than the salary payable to traditional route teachers until that teacher obtains tenure. Upon receiving tenure the alternate route teacher will be placed on the salary guide above.

LONGEVITY

At the completion of:

10yrs	568
17yrs	1,185
20yrs	2,961
21yrs	1,481
22yrs	1,481
24yrs	2,221
29yrs	1,481
Total	11,378

2011-2012

Salary Guide

Step	BA	B+15	B+30	MA	M+15	M+30	DOC
1	46,702	48,114	49,529	50,943	52,356	53,770	56,598
2	47,003	48,418	49,831	51,246	52,659	54,072	56,899
3	47,307	48,720	50,134	51,548	52,960	54,374	57,202
4	47,609	49,023	50,435	51,850	53,263	54,677	57,504
5	49,437	50,851	52,265	53,679	55,094	56,507	59,335
6	51,706	53,120	54,532	55,947	57,360	58,773	61,601
7	53,974	55,389	56,802	58,215	59,630	61,044	63,871
8	56,242	57,656	59,069	60,484	61,897	63,311	66,138
9	58,510	59,924	61,336	62,750	64,164	65,577	68,405
10	61,231	62,644	64,058	65,472	66,886	68,299	71,126
11	63,499	64,912	66,326	67,740	69,153	70,568	73,394
12	68,034	69,447	70,860	72,275	73,689	75,103	77,930
13	73,780	75,192	76,606	78,020	79,434	80,847	83,675
14	79,674	81,089	82,503	83,916	85,331	86,744	89,572
15	88,157	89,613	91,072	92,528	93,984	95,441	98,355

In accordance with Article 12.4, advancement within this scale is based solely on graduate level course credit or approved equivalent.

Teachers who are "alternate route" teachers hired after November 1, 2001 shall receive a salary that is 10% less than the salary payable to traditional route teachers until that teacher obtains tenure. Upon receiving tenure the alternate route teacher will be placed on the salary guide above.

LONGEVITY

At the completion of:

10yrs	568
17yrs	1,185
20yrs	2,961
21yrs	1,481
22yrs	1,481
24yrs	2,221
29yrs	1,481
Total	11,378

2012-2013

Salary Guide

Step	BA	B+15	B+30	MA	M+15	M+30	DOC
1	46,702	48,114	49,529	50,943	52,356	53,770	56,598
2	47,003	48,418	49,831	51,246	52,659	54,072	56,899
3	47,307	48,720	50,134	51,548	52,960	54,374	57,202
4	47,609	49,023	50,435	51,850	53,263	54,677	57,504
5	49,437	50,851	52,265	53,679	55,094	56,507	59,335
6	51,706	53,120	54,532	55,947	57,360	58,773	61,601
7	53,974	55,389	56,802	58,215	59,630	61,044	63,871
8	56,242	57,656	59,069	60,484	61,897	63,311	66,138
9	58,510	59,924	61,336	62,750	64,164	65,577	68,405
10	61,231	62,644	64,058	65,472	66,886	68,299	71,126
11	63,499	64,912	66,326	67,740	69,153	70,568	73,394
12	68,034	69,447	70,860	72,275	73,689	75,103	77,930
13	73,780	75,192	76,606	78,020	79,434	80,847	83,675
14	79,674	81,089	82,503	83,916	85,331	86,744	89,572
15	89,480	90,957	92,438	93,916	95,394	96,873	99,830

In accordance with Article 12.4, advancement within this scale is based solely on graduate level course credit or approved equivalent.

Teachers who are "alternate route" teachers hired after November 1, 2001 shall receive a salary that is 10% less than the salary payable to traditional route teachers until that teacher obtains tenure. Upon receiving tenure the alternate route teacher will be placed on the salary guide above.

LONGEVITY

At the completion of:

10yrs	568
17yrs	1,185
20yrs	2,961
21yrs	1,481
22yrs	1,481
24yrs	2,221
29yrs	1,481
Total	11,378

SALARY SCHEDULE
ALTERNATE ROUTE TEACHING PERSONNEL

2010-2011

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>DOC</u>
1	42,032	43,302	44,576	45,848	47,120	48,393	50,938
2	42,303	43,576	44,848	46,121	47,393	48,665	51,209
3	42,576	43,848	45,121	46,393	47,664	48,937	51,482

2011-2012

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>DOC</u>
1	42,032	43,302	44,576	45,848	47,120	48,393	50,938
2	42,303	43,576	44,848	46,121	47,393	48,665	51,209
3	42,576	43,848	45,121	46,393	47,664	48,937	51,482

2012-2013

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>DOC</u>
1	42,032	43,302	44,576	45,848	47,120	48,393	50,938
2	42,303	43,576	44,848	46,121	47,393	48,665	51,209
3	42,576	43,848	45,121	46,393	47,664	48,937	51,482

In accordance with Article 12 4, advancement within this scale is based solely on graduate level course credit or approved equivalent.

Teachers who are "alternate route" teachers hired after November 1, 2001 shall receive a salary that is 10% less than the salary payable to traditional route teachers until that teacher obtains tenure. Upon receiving tenure the alternate route teacher will be placed on the certified teaching personnel schedule.

APPENDIX "B"

**ATLANTIC CITY EDUCATION ASSOCIATION
SECRETARIES SALARY SCHEDULES - 2010-2013**

<u>STEP</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
1	29,934	29,934	29,934
2	30,493	30,493	30,493
3	31,052	31,052	31,052
4	31,613	31,613	31,613
5	32,171	32,171	32,171
6	32,870	32,870	32,870
7	34,409	34,409	34,409
8	35,809	35,809	35,809
9	37,558	37,558	37,558
10	39,717	39,717	39,717
11	46,215	46,215	46,215
12	53,506	54,308	55,123

Longevity:

	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
At 10 Years	568	568	568
At 15 Years	518	518	518
At 20 Years	667	667	667
Total	1,753	1,753	1,753

APPENDIX "C - 1"

**ATLANTIC CITY EDUCATION ASSOCIATION
AIDES SALARY SCHEDULE 2010-2013**

<u>STEP</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
1	14,489	14,489	14,489
2	14,716	14,716	14,716
3	14,944	14,944	14,944
4	15,172	15,172	15,172
5	16,000	16,000	16,000
6	16,828	16,828	16,828
7	17,658	17,658	17,658
8	18,487	18,487	18,487
9	19,316	19,316	19,316
10	20,145	20,145	20,145
11	20,975	20,975	20,975
12	22,129	22,461	22,798

Longevity:

	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
At 10 Years	568	568	568
At 15 Years	518	518	518
At 20 Years	667	667	667
Total	1,753	1,753	1,753

APPENDIX "C - 2"

ATLANTIC CITY EDUCATION ASSOCIATION
HIGHLY QUALIFIED AIDES SALARY SCHEDULE 2010-2013

<u>STEP</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
1	16,828	16,828	16,828
2	17,658	17,658	17,658
3	18,487	18,487	18,487
4	19,316	19,316	19,316
5	20,145	20,145	20,145
6	20,975	20,975	20,975
7	21,802	21,802	21,802
8	24,240	24,240	24,240
9	26,676	26,676	26,676
10	29,113	29,113	29,113
11	30,157	30,157	30,157
12	31,670	32,145	32,627

Longevity:

	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
At 10 Years	568	568	568
At 15 Years	518	518	518
At 20 Years	667	667	667
Total	1,753	1,753	1,753

APPENDIX "D"

ATLANTIC CITY EDUCATION ASSOCIATION
SAFETY OFFICERS, TRUANCY TASK FORCE, AND MAIL CLERKS
SALARY SCHEDULES – 2010-2013

<u>STEP</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
1	24,086	24,086	24,086
2	24,507	24,507	24,507
3	24,926	24,926	24,926
4	25,346	25,346	25,346
5	25,767	25,767	25,767
6	26,208	26,208	26,208
7	26,728	26,728	26,728
8	28,208	28,208	28,208
9	28,578	28,578	28,578
10	29,615	29,615	29,615
11	32,205	32,205	32,205
12	35,319	35,849	36,386

Longevity:

	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
At 10 Years	568	568	568
At 15 Years	1,628	1,628	1,628
At 17 Years	1,776	1,776	1,776
At 20 Years	741	741	741
Total	4,713	4,713	4,713

*Mail Clerk and Night Security - 12 Month position =+20% additional salary

APPENDIX "E-1"

ATLANTIC CITY EDUCATION ASSOCIATION

CENTRAL OFFICE SALARY SCHEDULES

2010-2013

Office Manager, Computerized Business Services,
Bookkeepers, Health Benefits Clerk And Payroll Clerk

STEP	2010-2011	2011-2012	2012-2013
1	44,769	44,769	44,769
2	45,592	45,592	45,592
3	46,704	46,704	46,704
4	47,482	47,482	47,482
5	48,812	48,812	48,812
6	50,139	50,139	50,139
7	52,419	52,419	52,419
8	55,140	55,140	55,140
9	57,736	57,736	57,736
10	60,397	60,397	60,397
11	64,127	64,127	64,127
12	65,928	66,917	67,921

Longevity:

	2010-2011	2011-2012	2012-2013
At 10 Years	568	568	568
At 15 Years	518	518	518
At 20 Years	667	667	667
Total	1,753	1,753	1,753

APPENDIX "E-2"

ATLANTIC CITY EDUCATION ASSOCIATION

CENTRAL OFFICE SALARY SCHEDULES

2010-2013

Senior Computer Operation and Hardware Technician

STEP	2010-2011	2011-2012	2012-2013
1	44,023	44,023	44,023
2	44,779	44,779	44,779
3	45,722	45,722	45,722
4	46,532	46,532	46,532
5	48,051	48,051	48,051
6	49,949	49,949	49,949
7	51,644	51,644	51,644
8	53,748	53,748	53,748
9	56,029	56,029	56,029
10	57,897	57,897	57,897
11	60,964	60,964	60,964
12	64,577	65,546	66,529

Longevity:

	2010-2011	2011-2012	2012-2013
At 10 Years	568	568	568
At 15 Years	518	518	518
At 20 Years	667	667	667
Total	1,753	1,753	1,753

APPENDIX "E-3"

ATLANTIC CITY EDUCATION ASSOCIATION

CENTRAL OFFICE SALARY SCHEDULES

2010-2013

Computer Operator, Data Controller, Inventory Controller and
Computer Resource Specialist

STEP	2010-2011	2011-2012	2012-2013
1	32,381	32,381	32,381
2	33,381	33,381	33,381
3	34,292	34,292	34,292
4	35,134	35,134	35,134
5	36,656	36,656	36,656
6	38,175	38,175	38,175
7	39,885	39,885	39,885
8	41,594	41,594	41,594
9	44,625	44,625	44,625
10	47,672	47,672	47,672
11	49,001	49,001	49,001
12	52,049	52,830	53,622

Longevity:

	2010-2011	2011-2012	2012-2013
At 10 Years	568	568	568
At 15 Years	518	518	518
At 20 Years	667	667	667
Total	1,753	1,753	1,753

APPENDIX "F"

**ATLANTIC CITY EDUCATION ASSOCIATION
CUSTODIAN SALARY SCHEDULES - 2010-2013**

<u>STEP</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
1	29,921	29,921	29,921
2	30,479	30,479	30,479
3	31,038	31,038	31,038
4	31,598	31,598	31,598
5	32,296	32,296	32,296
6	33,065	33,065	33,065
7	33,800	33,800	33,800
8	34,825	34,825	34,825
9	35,329	35,329	35,329
10	36,052	36,052	36,052
11	38,740	38,740	38,740
12	49,796	50,543	51,301

Longevity

	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
At 10 Years	814	814	814
At 15 Years	814	814	814
At 20 Years	1,183	1,183	1,183
Total	2,811	2,811	2,811

APPENDIX "G"

**ATLANTIC CITY EDUCATION ASSOCIATION
MAINTENANCE SALARY SCHEDULES - 2010-2013**

STEP	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
1	32,274	32,274	32,274
2	32,972	32,972	32,972
3	33,671	33,671	33,671
4	34,369	34,369	34,369
5	35,766	35,766	35,766
6	37,163	37,163	37,163
7	38,560	38,560	38,560
8	39,958	39,958	39,958
9	42,752	42,752	42,752
10	45,545	45,545	45,545
11	48,340	48,340	48,340
12	52,063	52,844	53,637

Longevity

	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
At 10 Years	1,478	1,478	1,478
At 15 Years	887	887	887
At 20 Years	1,183	1,183	1,183
At 21 Years	2,514	2,514	2,514
Total	6,062	6,062	6,062

APPENDIX "H"

EXTRA-CURRICULAR ACTIVITIES

(Effective July 1, 2010)

<u>ACTIVITY</u>	<u>2010-2011 & 2011-2012</u>
H. Baseball	5,601.56
A. Baseball	3,740.90
H. Basketball B&G	7,313.14
J.V. Basketball B&G	4,434.57
Frosh Basketball	4,434.57
H. Crew B&G	5,601.56
A. Crew B&G	3,734.37
H. Cross Country B&G	5,289.86
H. Field Hockey	5,289.86
A. Field Hockey	3,267.56
H. Football	7,313.14
A. Football (7)	4,512.38
H. Golf	5,289.86
H. Soccer	5,289.86
A. Soccer	3,740.90
H. Softball	5,601.56
A. Softball (2)	3,740.90
H. Swimming	5,601.56
A. Swimming	3,740.90
H. Tennis B&G	5,289.86
A. Tennis G	3,267.56
H. Track B&G	5,289.86
A. Track B&G	3,267.56
Faculty Adv. (Football)	1,703.19
Athletic Acad. Adv.	1,853.96
H. Winter Track	5,289.86
A. Winter Track	3,267.56
H. Wrestling	5,601.56
A. Wrestling	3,740.90
 <u>Grades 7 and 8:</u>	
H. Basketball B&G	3,296.25
A. Basketball B&G	1,984.47
Cheerleading (Fall)	881.23
Cheerleading (Winter)	1,373.15
H. Volleyball	2,245.99
Intramurals	777.65
Weight Training(Spring)	3,740.90
Weight training (Winter)	4,434.57
All remaining positions will be paid at 2/5ths of the amount of the comparable High School position.	
Athletic Trainer	11,783.20
Rowing Director / not Head Crew Coach	6,421.80
Rowing Director / Head Crew Coach	11,900.90

ACTIVITY	2012-2013
H. Baseball	5,741.60
A. Baseball	3,834.42
H. Basketball B&G	7,495.97
J.V. Basketball B&G	4,545.43
Frosh Basketball	4,545.43
H. Crew B&G	5,741.60
A. Crew B&G	3,827.73
H. Cross Country B&G	5,422.11
H. Field Hockey	5,422.11
A. Field Hockey	3,349.25
H. Football	7,495.97
A. Football (7)	4,625.19
H. Golf	5,422.11
H. Soccer	5,422.11
A. Soccer	3,834.42
H. Softball	5,741.60
A. Softball (2)	3,834.42
H. Swimming	5,741.60
A. Swimming	3,834.42
H. Tennis B&G	5,422.11
A. Tennis G	3,349.25
H. Track B&G	5,422.11
A. Track B&G	3,349.25
Faculty Adv. (Football)	1,745.77
Athletic Acad. Adv.	1,900.31
H. Winter Track	5,422.11
A. Winter Track	3,349.25
H. Wrestling	5,741.60
A. Wrestling	3,834.42
 <u>Grades 7 and 8:</u>	
H. Basketball B&G	3,378.66
A. Basketball B&G	2,034.08
Cheerleading (Fall)	903.26
Cheerleading (Winter)	1,407.48
H. Volleyball	2,302.14
Intramurals	797.09
Weight Training(Spring)	3,834.42
Weight training (Winter)	4,545.43
All remaining positions will be paid at 2/5ths of the amount of the comparable High School position.	
Athletic Trainer	12,077.78
Rowing Director / not Head Crew Coach	6,582.35
Rowing Director / Head Crew Coach	12,198.42

APPENDIX "I"

EXTRA PAY FOR EXTRA SERVICES

<u>ACTIVITY</u>	<u>2010-2011 & 2011-2012</u>
Band Director	6,573.11
Associate Band Director	4,014.46
Band Auxiliary	2,285.89
Orchestra Director	956.95
Vocal Music Director	4,574.63
Accompanist	765.55
Drama Director	2,761.88
Make-Up	762.44
Costumes	762.44
Choreographer	762.44
Stage Production	1,038.20
Stage Crafts	1,038.20
Bulletin	2,092.79
<u>Cheerleaders:</u>	
Fall	1,768.02
Winter	2,745.02
Yearbook	2,745.02
School Paper	1,908.64
<u>Class Advisors:</u>	
Senior	1,804.09
Assistant	1,330.98
Junior	1,330.98
Assistant	762.44
Sophomore	762.44
Assistant	575.73
Freshman	762.44
Assistant	575.72
Graduation Advisor	910.23
Assistant	521.51
<u>Arista:</u>	
Advisor	910.24
Assistant	521.51
<u>Chaperones:</u>	
Full Day or Overnight	910.24
Per Event	76.37
All Approved H.S. Clubs	1,338.14
All Approved H.S. Clubs asst	669.06
Elementary Clubs	777.65
Fall Assistant Cheerleaders	707.21
Winter “”””	1,098.00
Student Council	1,299.17
Student Council Assistant	649.58

<u>ACTIVITY</u>	<u>2012-2013</u>
Band Director	6,737.44
Associate Band Director	4,114.82
Band Auxiliary	2,343.04
Orchestra Director	980.87
Vocal Music Director	4,689.00
Accompanist	784.69
Drama Director	2,830.93
Make-Up	781.50
Costumes	781.50
Choreographer	781.50
Stage Production	1,064.16
Stage Crafts	1,064.16
Bulletin	2,145.11
<u>Cheerleaders:</u>	
Fall	1,812.22
Winter	2,813.65
Yearbook	2,813.65
School Paper	1,956.36
<u>Class Advisors:</u>	
Senior	1,849.19
Assistant	1,364.25
Junior	1,364.25
Assistant	781.50
Sophomore	781.50
Assistant	590.12
Freshman	781.50
Assistant	590.11
Graduation Advisor	932.99
Assistant	534.55
Arista:	
Advisor	933.00
Assistant	534.55
<u>Chaperones:</u>	
Full Day or Overnight	933.00
Per Event	78.28
All Approved H.S. Clubs	1,371.59
All Approved H.S. Clubs asst	685.79
Elementary Clubs	797.09
Fall Assistant Cheerleaders	724.89
Winter “”””	1,125.45
Student Council	1,331.65
Student Council Assistant	665.82

APPENDIX "J"

ATLANTIC CITY PUBLIC SCHOOLS Office Of Curriculum and Instruction

Supervisory Action Plan

The Evaluation Process

1. Annual Review of Professional Improvement Plan

By October 1st of every school year, building administrators are to review the district's supervisory plan with all tenured and non-tenured professional staff as prescribed by N.J.A.C. 63-1.19 and 63-1.21. This review must include the staff members' current Professional Improvement Plan of the Annual Written Performance Report.

2. Supervisory Schedule

During the month of September, principals and supervisors will assist in the development of a timetable of observations to be conducted from October 1st to March 30th. The purpose of this timetable is to assist appropriate administrative and supervisory staff in planning an effective system of observation and evaluation. Priorities must be established to ensure that teachers are provided with opportunities to apply suggestions in cases of multiple visits.

Due to the constraints of a May 15th deadline for notifying non-tenured teachers of reemployment, it is strongly suggested that all non-tenured observations/evaluations be concluded on or before March 15th. This will ensure the timely completion of all mandated supervisory activities.

A Supervisory Schedule Form will be distributed to the building principals and completed as directed below.

- a. Review the names of staff on the Supervisory Schedule Form for errors and omissions.
- b. Review the tenure status information on staff for accuracy.
- c. In the columns labeled "First Observation", write the names of the months in which the observations will be conducted. For all K-6 staff there will be a content area designated in this column as well.

Elementary Principals are encouraged to review staff folders and other pertinent data to determine content areas for observation/evaluation. All too frequently, observations and evaluations at these grade levels have been limited primarily to reading and math lessons.

Since state law requires a minimum of three observations for non-tenured teachers and one for tenured professional staff, this minimum scheduling of required observation/evaluation will not preclude any administration from conducting additional unscheduled observations/evaluations.

All principals are to specify which of the required evaluations and Annual Written Performance Reports (AWPR) will be conducted by the in-building administrator(s) by placing his or her initials in the appropriate box. Anyone designated to complete an AWPR must also complete one formal observation. All evaluation/observations without a designated evaluator's initial will be completed by assigned staff as determined by the Office of Curriculum and Instruction.

- d. The completed Supervisory Schedule Form must be reviewed in consultation with the appropriate staff member listed below.

- (1) K-8 principals will consult with the district Supervisor assigned by the Office of Curriculum and Instruction.
- (2) Secondary supervisor will consult with the Principal or designee.
- e. The completed form will be signed by both administrators and submitted to the Office of the Curriculum and instruction by the building principal on or before September 15, 1988. Once the schedules are reviewed by the Assistant Superintendent of Curriculum and Instruction, district supervisory staff will be assigned to assist with completing the observation and evaluation. Assignments will be made so as to balance the ratio of instructional staff to evaluators, to intensify efforts to provide instructional support where the greatest need exists, and the provide special subject matter expertise where needed.

3. Pre-Observation Review

Prior to an observation, all supervisors and administrators are to review the following indicators in order to provide meaningful specific reference points:

- a. aspects of the current Professional Improvement Plan
- b. previous evaluations
- c. lesson plans
- d. teacher-made materials
- e. student test results
- f. Instructional management systems
- g. other Instructional artifacts

4. The Pre-Observation Conference

Pre-observation Conferences are to be conducted with every non-tenured staff member for a minimum of two observations. While a pre-observation conference is desirable practice in all cases, such a conference is required for tenured teachers only when the observation is a follow-up to a previously unsatisfactory report. Either the evaluator or the evaluatee may deem an observation/evaluation unsatisfactory. To ensure consistency and minimize subjectivity, a Pre-observation Conference Planning Sheet is to be completed and signed by the evaluator and the teacher and attached to the finished observation/evaluation report whenever a pre-observation conference is conducted.

The teacher should come to the Pre-observation Conference ready to discuss the following:

- a. the purpose of the lesson (focus on the student),
- b. specific pupil learning outcomes,
- c. specific pupil learning activities,
- d. materials and equipment for the lesson, and

e. evaluation/assessment strategies.

Before coming to the scheduled Pre-observation conference, the teacher should develop a complete lesson with all appropriate materials and activities.

During the conference, the teacher should be prepared by answer questions analyzing aspects of the lesson. Sample questions are listed below.

- (1) What do you plan to teach during the period?
- (2) What should the student know or be able to do as a result of this instruction?
- (3) What factors were considered in selecting content for this lesson?
- (4) How have you determined that students are ready for this lesson?
- (5) What influences the quantity of content to be taught in this period?
- (6) How is the content related to previous and/or future lessons?
- (7) What elements of content will be emphasized in the lesson?
- (8) Why have these materials been selected?
- (9) What preparation of materials is required prior to the beginning of the lesson?
- (10) What plans have you made for managing materials during the instruction?
- (11) What activities will be included in this lesson and for what purposes?
- (12) How will you conduct each of these activities?
- (13) What is the sequence of activities to be used in this lesson?
- (14) How will the class be organized for instructional activities?
- (15) How will you determine that the intended learning has taken place?
- (16) How does the evaluation of this lesson fit into the overall evaluation of student progress?

The Office of Curriculum and Instruction is available to render support in this process. If an evaluator initially feels uncomfortable with the Pre-Observation Conferencing phase, a surrogate conference leader will be provided to coach the evaluator through the experience. Simply notify the Assistant Superintendent of Curriculum and Instruction in writing two weeks prior to the conference.

5. The Observation/Evaluation

The observation may include but not be limited to a chronicling of Instructional activities and behaviors. The evaluator may record facts, cite examples and give concrete evidence. The evaluator will then analyze all recorded and gathered data for appropriate feedback.

Explanation of Ratings

Satisfactory (S) is a rating used to denote very sound instructional practices and/or admirable professional qualities which meet high expectations and fulfill all aspects of the job description.

Needs improvement (N) is a rating used to denote instructional practices and/or professional qualities which meet minimum expectations as they relate to job description. A comment and suggestion must be included in the evaluator's summary for each rating of Needs improvement.

Unsatisfactory (U) is a rating used to denote unacceptable instructional practices and/or professional qualities which all to meet the minimum expectations of the job description. For each rating of Unsatisfactory, evidence must be provided, along with mandated corrective action.

Not Applicable When Observed (NA) is a rating generally used when information is not readily available or when the criterion is not relevant to the purpose of the observation/evaluation.

Exemplary (E) is a rating reserved to denote superlative, innovative and imaginative instructional practices and/or professional qualities which consistently exceed the highest expectations expressed in the job description and which serve as a mode to colleagues, parents and students. Documentation must be provided for each rating of Exemplary.

6. The Post-Observation/Evaluation Conference

Post-Observation/Evaluation Conference must be held within fifteen (15) days of the observation/evaluation as specified in Article VIII, Section 8.3 of the current teachers' contract and as directed by state law.

The post-conference is to be a professional experience when evaluators review the evaluation with staff members, identifying strengths and offering any applicable suggestions and criticisms. When observations are preceded by a conference, the post-conference is the appropriate time to explain how aspects of the lesson are measured against the agreed upon outcomes of the pre-conference.

In cases where a teacher receives an unsatisfactory observation or evaluation report, a second observation must be scheduled and a pre-conference must be held prior to that second observation. All unsatisfactory second observations must be followed by a third observation conducted by another administrator.

In accordance with state law, district policy and Article VIII, Section 8.3 of the current teachers' contract, the completed observation must be signed and retained by all parties. As specified on the evaluation forms, the post-conference date will be determined by the evaluator's signature and the signature of the evaluated staff members indicate receipt of a copy of the evaluation. Copies of all observation/evaluation reports must be submitted to the Office of Curriculum and Instruction by the supervisors and building administrators with the monthly report.

All provisions for Teacher Evaluation in Article VIII and Evaluation Procedures in this Appendix of the Agreement between the Atlantic City Board of Education and the Atlantic City Education Association, as well as state mandates (N.J.A.C. 26:3-1.19, 63-1.21 and 6:11-5.4) are to be followed in implementing this supervisory plan.

- a. All formal visitations resulting in a written observation/evaluation report will cover at least one class period in the junior and senior lesson In grades K-6.
- b. A teacher's disclaimer of evaluation must be made in writing, copies of which will be attached to each party's copy and submitted to the Board of Education (specifically the Office of the Superintendent) within ten (10) days following the conference.

APPENDIX "K"
ATLANTIC CITY PUBLIC SCHOOLS
DETAILS OF THE PLAN

EMPLOYER: ATLANTIC CITY BOARD OF EDUCATION

PARTICIPANTS INCLUDE: * Active employees who work for the employer at least twenty (20) hours per week, and eligible dependents. * Retired ex-employees of the employer entitled to receive benefits, and eligible dependents.

SERVICE WAITING PERIOD: 1st of the month following sixty (60) days active, continuous employment.

OPEN ENROLLMENT PERIOD: May 1st to May 31st of each plan Year.

COVERAGE FOR CURRENT EMPLOYEES IS:
*** Contributory * Non-Contributory

COVERAGE FOR CURRENT EMPLOYEE DEPENDENTS (Incl. Children to Age 26 for health insurance and prescription coverage) IS:
*** Contributory * Non-Contributory

COVERAGE FOR NEW EMPLOYEES IS:
*** Contributory * Non-Contributory

COVERAGE FOR NEW EMPLOYEE DEPENDENTS (Incl. Children to Age 26) IS:
* Contributory *** Non-Contributory

THE FOLLOWING BENEFITS ARE PROVIDED:

- * For New Employees Only
- * For Current Employees and Dependents

BASIC MEDICAL	VISION
MAJOR MEDICAL	PHYSICAL EXAMINATION
PRESCRIPTION DRUG	WELL BABY CARE
DENTAL	CONVERSION PRIVILEGE

PLEASE NOTE: The only coverage provided to enrollees in HMO Plans is Prescription, Dental, and Vision.
--

BLUECARD PPO DESIGN 1 Atlantic City Board of Education

Benefit	In-Network	Out-of-Network
Benefit Period	Calendar Year	
Deductible		
Individual	None	\$200
Family	None	Two deductibles per family
	Deductible is Calendar Year.	
Coinsurance	100%	80%
Maximum Out of Pocket		
Individual	\$5,000	Not Applicable
Family	\$10,000	Not Applicable
	Maximum Out of Pocket is Calendar Year. The deductible, coinsurance and copayments apply to the Maximum Out of Pocket. Balances from non-participating providers over our allowance are not eligible towards the Maximum Out of Pocket.	
Catastrophic Limit		
Individual	None	\$2,000
Family	None	Two per family
Benefit Period Maximum	Unlimited	Unlimited
Lifetime Maximum	Unlimited	Unlimited
Primary Care Physician Selection	Not Required	
Doctor's Office Visits		
Primary Care Office Visit	100% after \$10 copay A primary care physician is a general or family practitioner, internist or pediatrician	80% after deductible
Specialist Office Visit	100% after \$10 copay A referral is not required to visit a specialist.	80% after deductible
Maternity Visits	100% after \$10 copay Copay applies to 1st visit only Dependent children are eligible for maternity/obstetrical benefits.	80% after deductible
Allergy Testing and Treatment	100%	80% after deductible
Preventive Care		
Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations	100%	100%
Well Child Exams	100%	80% (no deductible) Unlimited benefit period maximum
Well Child Immunizations and Lead Screening	100% after \$10 copay	80% (no deductible)
Diagnostic Procedures		
Laboratory	100% in office or Labcorp 100% in Outpatient facility	100% of R & C allowance up to \$500 maximum per benefit period; thereafter, 80% after deductible
Outpatient X-ray/Radiology Services	100% in office 100% in Outpatient facility	100% of R & C allowance up to \$500 maximum per benefit period; thereafter, 80% after deductible
Hospital Care		
Inpatient Admission (including maternity)	100%	100% of R & C allowance up to 365 days
Room and Board	100%	100% of R & C allowance up to 365 days
Pre-admission Testing	100%	100% of R & C allowance up to 365 days
Surgery in Hospital	100%	100% of R & C allowance up to 365 days
Inpatient Physician Services	100%	100% of R & C allowance up to 365 days
Outpatient Department Services	100%	100% of R & C allowance up to 365 days

BLUECARD PPO DESIGN 1
Atlantic City Board of Education

Emergency Care		
	100% after \$25 facility copay	
Emergency Room	Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries.	
Ambulance	100%	100%
Outpatient Surgery		
Hospital Outpatient Surgery	100%	100% of R & C allowance up to 365 days
Surgery in an Ambulatory SurgiCenter	100%	100% of R & C allowance up to 365 days
Services performed at a non-participating ambulatory surgery center are reimbursed at Horizon BCBSNJ's Payment Allowance and therefore may result in significant out of pocket costs.		
Mental Health Services		
Inpatient	100%	100% of R & C allowance up to 365 days
Outpatient department	100%	100%
Office setting	100% after office copayment	80% after deductible
Substance Abuse Services		
Inpatient	100%	100% of R & C allowance up to 365 days
Outpatient department	100%	100%
Office setting	100% after office copayment	80% after deductible
Alcohol Abuse Services		
Inpatient	100%	100% of R & C allowance up to 365 days
Outpatient department	100%	100%
Office setting	100% after office copayment	80% after deductible
Inpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Magellan Behavioral Health at 1-800-626-2212.		
Other Services		
Acupuncture	100% after \$10 copay	80% after deductible
Bariatric Surgery	100%	100% of R & C allowance up to 365 days
Diabetic Education	100% after office copayment	80% after deductible
Diabetic Supplies	100%	80% after deductible
Durable Medical Equipment	100%	Unlimited
Orthotics and Prosthetics (Per NJ mandate)	100%	80% after deductible
Home Health Care	100% after \$10 copay Limited to 60 visits per benefit period	100% of R & C allowance up to 365 days
Hospice Care	100% after \$10 copay	80% after deductible Unlimited lifetime maximum
Infertility (including in-vitro fertilization)	100%	80% after deductible Limited to 4 egg retrievals per lifetime
Private Duty Nursing	100%	80% after deductible Limited to 240 hours per benefit period
Short-term Therapies: Physical, Occupational, Speech, Cognitive	100% after \$10 copay Unlimited visit maximum per therapy, per benefit period	80% after deductible
Skilled Nursing Facility/Extended Care Center	100%	80% after deductible Limited to 30 days per benefit period 100% of R & C allowance up to 365 days
Therapeutic Manipulation (Chiropractic Care)	100%	80% after deductible Unlimited visit maximum per benefit period
Routine Vision Care (Exam & Hardware)	Not covered	



BLUECARD PPO DESIGN 1 Atlantic City Board of Education

Prescription Drugs	Covered under freestanding prescription program
Eligibility	<p>Dependent children, including full-time students are covered until their 26th birthday. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to age 31.</p> <p>Currently enrolled dependent children who would otherwise lose coverage due to those reasons on or prior to September 23, 2010 will also have coverage extended to age 26, provided that they continue to meet any other requirements for dependents' coverage and do not have any other group or individual health care coverage.</p>
Pre-Existing Conditions	Employees and Dependents who have continuous coverage under the prior group contract and/or other previous health coverage, with no break in coverage of 63 days or more, will not be subject to the pre-existing condition exclusion. If the exclusion applies, for the first twelve months after an eligible person's enrollment under the contract, no benefits will be provided for services incident to, resulting from, or relating to any disease, injury or condition, which was treated or diagnosed by a health care professional within the six month period prior to enrollment for that person. Note, this does not apply to children who enroll within 30 days of birth or adoption.
Prior Authorization	Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUE (2583) or refer to our website at www.HorizonBlue.com .
24/7 Nurse Line	24/7 Nurse Line is a health information service that includes a toll free 24 hour health information line staffed by registered nurses. 24/7 Nurse Line nurses do not diagnose or recommend any treatment. Instead, they provide the member with the necessary health information needed to make informed medical decisions. This helps members determine if their health ailment requires a doctor's visit.

You can save money when you choose to receive care from providers that participate in the Horizon BCBSNJ networks. When you use participating hospitals or other medical facilities or doctors, you generally only pay your copayment and any applicable in-network coinsurance or deductible. Generally, if you have services performed at an out of network facility or by an out of network provider, your out of network benefits will apply. This means that you will be responsible for amounts exceeding Horizon BCBSNJ's allowable reimbursement for that particular service and this may result in significant out of pocket costs. You will be responsible to pay for this amount directly to the non-participating hospital, ambulatory surgery center or provider. By using our Horizon-BCBSNJ network providers, you keep your health care costs down.

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your benefit booklet for more information.

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 Three Penn Plaza East, Newark, New Jersey 07105

PRESCRIPTION DRUG CO-PAY SUMMARY

The Plan pays the cost of prescription drugs as defined herein which are ordered or prescribed by a Physician or Dentist, subject to the following deductibles:

A.	Name Brand, from a pharmacy	\$	<u>15.00</u>
B.	Generic substitute, from a pharmacy	\$	<u>5.00</u>
C.	From an approved mail order firm	\$	<u>0</u>

VISION BENEFITS PROGRAM

SERVICE FREQUENCY:

VISION EXAM	12 MONTHS
ONE SET OF LENSES	12 MONTHS
ONE FRAME	12 MONTHS

100% employer paid with no co-pay

BENEFITS FROM AN IN-NETWORK PROVIDER

SERVICE	COVERAGE	DESCRIPTION
EXAM	100%	Comprehensive Vision examination
SPECTACLE LENSES	100%	When prescribed, one pair of clear vision or standard lined multi-focal lenses.
FRAMES	100%	Participating providers offer a selection of over 100 frames that are covered in full. Also, participants may purchase other frames at a generous allowance. Members are only responsible for the difference. More than 80% of participants select a covered frame.
CONTACT LENSES (Instead of lenses and frames)	100%	Many varieties covered in full, including contact lenses evaluation and fitting fees. Participants receive \$105 allowance toward all other contact lenses.
MEMBER OPTIONS	Generous Discount	Various options including progressive lenses, scratch coating, and tints are available at pre-negotiated reduced fees.

BENEFITS FROM A NON-NETWORK PROVIDER

SERVICE	REIMBURSEMENT SCHEDULE
VISION EXAM	Up to \$40
-and-	
FRAME	Up to \$45
-and-	
SGLE VISION LENS	Up to \$40
BIFOVAL LENS	Up to \$60
TRIFOVAL LENS	Up to \$80
-OR-	
NECESSARY CONTACT LENSES	Up to \$210
ELECTIVE CONTACT LENSES	Up to \$105

SERVICES BY A PARTICIPATING PROVIDER:

Member has no cash outlay; provider presents invoice directly to Plan for eligible services. Non-covered Vision options paid by members at time of service.

SERVICES BY A NON-PARTICIPATING PROVIDER:

Member pays provider for all services; submits bills to Plan for Reimbursement of covered services per Out-of-Network schedule.

GROUP LONG TERM DISABILITY INSURANCE

ELIGIBILITY:

Active full-time regular employees working for this employer at least 20 hours per week who are under 65 years of age and who have qualified for and elected to participate in the Medical Benefits program of the employer sponsored Health Benefits Plan.

BENEFIT WAITING PERIOD:

Benefits will begin after the covered employee has been disabled due to a covered illness or injury for 180 consecutive days.

AMOUNT OF MONTHLY BENEFIT:

60% of base monthly salary on the plan anniversary date immediately prior to commencement of disability due to a covered illness or injury, subject to a minimum of \$ 1,000 per month. The benefit amount will be reduced by any disability benefit received from other sources, including but not limited to Full Family Social Security and/or State Disability benefits. But benefits will not be reduced by employer sponsored sick leave.



**ATLANTIC CITY BOARD OF EDUCATION
GROUP # 7003-0001
DeltaPremier**

Preventive & Diagnostic	75%
* Exams, Cleanings & Bitewing X-rays (each twice in a calendar year)	
* Fluoride Treatment (once in a calendar year, children to age 19)	
Remaining Basic	75%
* Fillings, Extractions	
* Endodontics (root canal)	
* Periodontics, Oral Surgery	
* Sealants	
Crowns	75%
* Crowns, Gold Restorations	
Prosthodontics	50%
* Bridgework	
* Full & Partial Dentures	
Calendar Year Maximum (per patient)	\$1,000
Calendar Year Deductible (waived on Preventive & Diagnostic)	
* Per Person	
* Family Aggregate Deductible	
	None
	None
Orthodontic Benefits (child only)	50%
* Lifetime Maximum (per patient)	
	\$800

Delta Dental has over 5,800 participating dental offices, although you may choose any fully licensed dentist to render necessary services. Participating dentists will be paid directly by Delta Dental to the extent that services are covered by the contract. Non-participating dentists will bill the patient directly, and Delta Dental will make payment directly to the subscriber. **Maximum benefit may be derived by utilizing the services of a participating dentist.**

Visit your own dentist. If you do not have a dentist, there is a directory available with your plan administrator listing participating dentists. You may call **1-800-DELTA-OK** and a list of participating dentists located in your area will be mailed directly to your home or you may access our Website at www.deltadentalnj.com.

During your **FIRST** appointment, tell your dentist that you are covered under this program. Give him/her your Group's name, its Delta Dental Group Number and your Social Security number. Your dependents, if covered, should give **YOUR SOCIAL SECURITY NUMBER**.

If you have any questions regarding your Premier benefits, you may contact our Customer Service Department Monday through Thursday, 8:00 a.m. to 6:30 p.m. EST and Friday, 8:00 a.m. to 5:00 p.m. EST, at 1-800-452-9310.

This overview contains a general description of your dental care program for your use as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental of New Jersey, Inc. which governs the benefits and operation of your program. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this overview.

U&A _____

August 30, 2005

GENERAL INFORMATION

BECOMING ELIGIBLE (Employees)

If you complete the Service Waiting Period before the Plan Effective Date, you will be eligible on the Plan Effective Date. Otherwise, you will be eligible on the date you complete the Service Waiting Period. Employees who have elected Medicare as primary health coverage payer and are active employees are not eligible under this Plan. The Service Waiting Period and the Plan Effective Date are shown in the Schedule of Benefits. If you are not actively at work on the day you would normally become eligible, you will become eligible on the first of the month following the day you return to active work. This requirement does not apply to retired employees if they are covered under your Plan.

BECOMING ELIGIBLE (Dependents)

Each person who is your Dependent on the day you become eligible for coverage is eligible on that day through the end of the calendar year in which they turn 26 under the new federal legislation. Each other person is eligible on the first of the month following the day that person becomes your Dependent. If your Dependent spouse has elected Medicare as primary health coverage and is not retired, your spouse is not eligible under this Plan. Except for a child at birth, a Dependent confined to a Hospital or other covered institution when that person would normally be eligible will be eligible on the first of the month following discharge. Newborn children are eligible from birth provided they are enrolled within sixty days of date of birth.

BECOMING COVERED (Employees)

You will be covered for Non-Contributory benefits on the day you become eligible. If you enroll for Contributory coverage on or before the day you become eligible, you will be covered on the first of the month following the day you become eligible. You should enroll promptly. If you enroll for Contributory coverage more than thirty-one days after the day you become eligible, you will not become covered until the next Open Enrollment Period which is shown in the Schedule of Benefits. If you are not actively at work on the day your coverage would normally begin, you will be covered on the First of the month following the day you return to active work. When you return from an approved leave of absence your Benefits are reinstated after you complete an enrollment application, They become effective on the first of the month in which you return to work.

If you are employed on an annual contract, and you are paid on a ten-month basis, and you begin work at the beginning of the contract year, your coverage will begin immediately.

BECOMING COVERED (Dependents)

If both you and your spouse are covered under this Plan as employee, both must be covered for husband/wife coverage and your children will be enrolled as Dependents' of both you and your spouse; except that if the Dependents' coverage is provided on a contributory basis, you or your employee spouse must cover your Dependent children and the remaining spouse will become covered as a single employee. Enroll promptly for your Dependents' coverage to become effective as of the date they are eligible. If you have eligible Dependents and you enroll them for the Contributory coverage within thirty-one days after the day they become eligible, they will be covered on the first of the month following the day they are eligible. If you enroll them more than thirty-one days after the day they become eligible, your Dependents will be covered on the next Open Enrollment Period shown in the Schedule of Benefits Except for a child at birth, a Dependent confined to a Hospital or other covered institution when that person's coverage would normally begin will be covered on the first of the month following discharge, Newborn children are covered from date of birth provided they are enrolled within thirty-one days of date of birth. Your Dependents will not be covered before the day your coverage begins.

DEFINITIONS:

Accidental Injury: An injury caused by external force which requires immediate medical emergency treatment.

Accreditation Program: The program of the joint Commission on Accreditation of Hospitals which certifies that the institution is legally constituted and operated, supervised by Doctors, has nursing services at times, and mainly provides general or Specialized inpatient medical care and treatment of sick or injured persons by use of organized diagnostic and major surgical facilities at its location or under its control, when providing treatment for alcoholism, the term "Hospital" shall also include detoxification facility licensed under, the laws of the state in which it is located or a residential treatment facility that is approved, certified or licensed by the state in which it is located under a program that meets minimum standards of care. Those standards must be at least equal to those prescribed by the Joint Commission on Accreditation of Hospitals.

Ambulatory Care Center: A public or private establishment, approved, accredited or licensed by the state in which it is located, with an organized staff of Doctors and with permanent facilities equipped mainly to do surgery. It does not provide services or accommodations for patients to stay overnight; but it has the services of a Doctor and a Registered Nurse (R.N.) at all times when a patient is present.

Benefit Year: January 1st to December 31st inclusive.

Covered Charge. A covered charge shall be considered incurred on the date the medical care, service or supply is actually rendered or furnished.

Dependent. Your lawful spouse is an eligible Dependent. Your children are eligible Dependents if they are your own or your spouse's natural children; or legally adopted children; or children placed in your home by an approved social agency and for whom you have already undertaken under authorization of a court and for whom you have assumed financial responsibility. Foster children are not considered to be eligible Dependents unless qualified as described above. Coverage for a child ends on the day of the benefit month in which the child marries. An unmarried child who lives with you in the normal parent child relationship will be covered until the end of the benefit year in which the child attains age as shown in Schedule of Benefits. In addition, an unmarried handicapped child will remain covered beyond age as shown in Schedule of Benefits, provided the child was covered under the Plan immediately before the attainment of age as shown in Schedule of Benefits, and proof of such incapacity is submitted to The Plan within 31 days of such Dependents' attainment of the termination age. A child shall be considered handicapped if the child is incapable of self-sustaining employment due to mental retardation or physical handicap and who is chiefly dependent upon the Subscriber for support and maintenance. Subsequent proof of continuing incapacity may be required at reasonable ***

Employee: Any person who works for the Employer a minimum work week on a full-time basis, is shown in the Schedule of Benefits.

Extended Care Facility. An institution that provides room and board and skilled nursing services for medical care. It must have one or more licensed nurses on duty at all times supervised on a twenty-four hour basis by a Registered Nurse (R.N.) or a Doctor, and the services of a Doctor available at all times by an established agreement. It must also comply with the legal requirements which apply to its operation, and keep daily medical records on all patients. It does not include in institution or part of one, used mainly for rest care, care of the aged, custodial care, or educational care.

Inpatient Rehabilitation Institution: A legally constituted and accredited institution (other than a Hospital) established to care for and treat those who need inpatient medical care due to alcoholism or drug abuse. The institution must have permanent facilities on the premises for inpatient medical care, and twenty-four hour nursing care supervised by a Registered Nurse (R.N.). It must keep daily medical records on all patients. It

does not include an institution or part of one, used mainly for rest care, nursing care, care of the aged, or custodial care.

Medicare: Title XVIII of die United States Social Security Act, as amended from time to time, including Pan A and Pan B.

Physician: Any one of die practitioners listed below who is acting within the scope of his or her license:

- A licensed physician.
- A dental surgeon licensed to perform surgery.
- A podiatrist (chiropracist) licensed to practice podiatry (chiroprody).
- A chiropractor licensed to practice chiropractic medicine.
- A naturopath licensed to practice naturopathy.
- An optometrist licensed to practice optometry.
- A psychologist licensed to practice psychology.
- A licensed or certified nurse-midwife, if the nurse-midwife is also a registered nurse.
- A licensed or certified licensed physician's assistant.
- A licensed or certified physical therapist.

Pre-Admission Certification: A professional review and evaluation prior to inpatient confinement to certify that the inpatient facility is the required, appropriate place for the level of treatment medically indicted for the diagnosed condition and the severity of illness.

Predetermination: The submission to the Plan Administrator of a medical or dental treatment plan prior to performing the proposed service, with a description of the procedures to be performed and the estimated charges. Approval by the Plan Administrator of the treatment plan and the commensurate benefits payable under it is necessary before the course of treatment is begun.

Provider: Any Physician, pharmacist, laboratory, ambulance service, visiting nursing service. Hospital or other facility or individual permitted to perform or provide the services or supplies covered hereunder.

Usual, Customary and Reasonable. The allowance payable under the Plan and is determined by prevailing charges for the geographical locality in which the service or supply is provided.

Utilization Review: A professional, review and evaluation of the medical treatment plan to certify that the continued treatment is required and appropriate for the diagnosed condition and severity of illness.

MATERNITY BENEFITS

Maternity benefits for any condition related to pregnancy, are provided to the same extent as they would be for any other illness.

PRE-EXISTING CONDITIONS

Covered Charges do not include charges for in injury or sickness or for a related condition for which the Participant has received advice from or consulted with a Physician or received any medical or dental care treatment or services (including the taking of drugs, medicines, insulin or similar substances) within 90 consecutive days prior to the date of becoming eligible. This limit will not apply to expenses that were incurred after the date on which the participant became eligible when no Covered Charges were incurred for said injury or sickness for 90 consecutive days or the end of 12 consecutive months in which the participant was continuously eligible.

However this limitation on pre-existing conditions shall not apply to (1) Participants covered under the employer's plan that was replaced by this Plan, provided benefits would not have been excluded under the prior plan because of a limitation on pre-existing conditions included in such plan. But the benefits payable under this Plain shall be lesser of those benefits payable under this prior plan or those benefits otherwise

payable under this Plan; this limitation shall not apply to charges incurred for treatment of a congenital anomaly in a dependent child.

TERMINATION OF YOUR INSURANCE

The Plan provides that your benefits will terminate upon the earliest of: (a) the date the Plan terminates or is amended to terminate benefits on the class or classes of employees to which you belong; or (b) the date on which your employer terminates your benefits; or (c) the date you elect Medicare as primary health coverage payer. In addition, if you fail to make any required contribution, coverage will terminate at the end of the period for which you made the last required contribution.

TERMINATION OF DEPENDENTS COVERAGE

Dependent's benefits will terminate automatically upon the earliest of:

- termination of your coverage;
- the date such Dependent ceases to be an eligible Dependent;
- the date the Plan terminates, or is modified to terminate Dependents' coverage;
- failure to make any required contributions;

GENERAL LIMITATIONS AND EXCLUSIONS

The Plan will not pay for charges for services, treatments or supplies which are not reasonably necessary for the care and treatment of illness, injury or condition, nor for charges which are, in the opinion of The Plan Administrator, in excess of reasonable amounts. For any service, the amount payable shall be the amount customarily charged by providers in the geographical locality in which the service or supply is provided. The Plan will not pay For the Following:

Physicians' charges in excess of the usual and customary fees for services rendered or supplies furnished;

Unauthorized private room accommodations and charges of a personal nature;

Charges for blood which has been replaced;

Services and supplies to the extent they are provided under any governmental plan or law (except Medicaid), or Medicare, or under any Plan in which you are or could be covered, whether or not you assert your right to obtain any of these coverages and/or present claim for payment;

Anything not ordered by a Physician or not necessary for medical care, or which is educational in nature;

Expenses incurred during confinement in a U.S. Governmental Hospital or for anything furnished by or for the U.S. Government;

Cosmetic surgery, unless incidental to an accident occurring while you are insured or for breast reconstruction following a mastectomy or for congenital anomaly;

Services rendered by you, your spouse, your child, brother, sister or parent of you or your spouse;

Charges in relation to an occupational accident or disease or which are provided under Worker's Compensation or similar law, regardless of whether or not you assert your right to obtain any of the benefits and/or present claim for payment there under;

Medical services not performed or recommended by a Physician as defined in this Plan;

Experimental drugs, medicines, treatments, procedures and therapies. A drug or medicine will be considered experimental if at the time it is provided, it is not commercially available and approved for general use by the United States Food and Drug Administration as effective for treatment for the condition for which the charge is made. The approval must not be on a limited or an experimental basis. A treatment, procedure or therapy will be considered experimental if at the time it is provided or performed, it is not considered effective for the treatment or diagnosis Treatment for the reduction of weight obesity. This does not apply to medical treatment of a body organ and causes a life threatening health problem;

Artificial insemination and implantation procedures designed to reverse medically performed sterilization;

The commission of or attempt to commit a felony or being engaged in an illegal occupation;

A pre-existing condition as defined in the Plan;

Charges for a donor for organ transplants or implants, unless the donor is a participant;

Illness or injury resulting while on active duty in the armed forces of any country, or as a result of war, declared or undeclared, or any act of war;

Services, treatment or supplies for which no charge is made; or charges which you would not be required to pay if this plan were not in effect;

Services resulting from a motor vehicle accident if such services are eligible for payment under the Personal Injury Protection or compulsory Medical Payments or similar provisions of a motor vehicle insurance law. If you choose a PIP deductible as part of your motor vehicle insurance policy, benefits under this Plan will be limited to the eligible services as stated;

Services which are primarily educational in nature including but not limited to certain dietary behavioral modification programs, custodial care, rest cures and therapy, occupational therapy and developmental therapy.

MEDICAL NECESSITY

This Plan will pay for Benefits only when services are performed or prescribed by a physician; are provided at the proper level of care (inpatient, outpatient or out-of-hospital); are medically necessary for the treatment and diagnosis of an illness or injury. The fact that a physician may prescribe, order, recommend or approve a service or supply does not, in itself, make it medically necessary for the treatment and diagnosis of an illness or injury. The Plan Administrator shall have the right to review and audit any claim.

CLAIMS

Written notice of claim should be furnished to the Plan Administrator as soon as is reasonably possible. This Plan shall have no liability for claim submitted after one year from date of service. Each claim must include itemized bills for each service or supply which clearly identify the patient, the dates and nature of the service and the amount of the charge. This Plan Administrator shall have the right to have any covered person medically examined. If a claimant is no longer living, payment will be made to any party entitled to receive payment, and such payment will completely discharge all liability of the Plan and the Administrator.

SUBROGATION

If claim payment is made and you have a right to recover damages from another, this Plan shall be subrogated to that right; and you shall do whatever is necessary to enable this Plan to exercise its rights and shall take no action to prejudice this Plan's rights.

If this Plan makes payment and you recover damages from another, you shall hold in trust for this Plan the proceeds of the recovery and reimburse this Plan to the extent of this Plan's payment.

LEGAL PROCEEDINGS

No action at law or in equity shall be brought by a participant for payment of a claim prior to the expiration 60 days after proof of claim has been properly furnished. Nor shall any such action be brought later than 3 years after the date of proof is required to be furnished.

SECOND SURGICAL OPINION

If you are contemplating any of the surgical procedures listed below you must first advise the Plan Administrator of the anticipated procedure, and at the direction of the Plan Administrator, obtain a Second Surgical Opinion from a provider of matching credentials who is acceptable to both you and the Plan Administrator. Failure to comply will result in a reduction in payment as stated in the Schedule of Benefits.

In the event the surgical procedure is performed on an emergency basis, you shall have complied with this requirement if the Plan Administrator is notified within 48 hours following admission to a hospital.

- Arthroscopy
- Arthroplasty (Knee and hip only)
- Cataract Extraction (Removal of cataracts)
- Cholecystectomy (Removal of gall bladder)
- Coronary Bypass
- Herniotomy (Repair of hernia)
- Hysterectomy (Removal of uterus)
- Laminectomy (Spinal and vertebral surgery with or without spinal fusion)
- Meniscectomy (Removal of torn cartilage of knee)
- Osteotomy or Osteotomy (Bone surgery of the foot)
- Prostatectomy (Removal of prostate)
- Septoplasty (Surgical reconstruction of the nose, including submucous resection)
- Tenosynovectomy (Surgery of the tendon sheath; wrist only)
- Tonsillectomy (Removal of tonsils with or without removal of adenoids)

COORDINATION OF PLAN BENEFITS

This Coordination of Benefits ("COB") provision applies when you or your covered dependent has coverage under more than one Plan. The Order of Benefit Determination Rules apply to establish whether the benefits of This Plan are primary. The benefits of This Plan shall not be reduced when, under the Order of Benefit Determination Rules, This Plan determines its benefits before another Plan; but may be reduced when, under the Order of Benefit Determination Rules, another Plan determines its benefits first.

A "Plan" is any of the following which provide primary benefits or services for, medical or dental care or treatment:

- Group coverage or group-type coverage, whether insured or uninsured, including prepayment, group practice or individual practice coverage, and also, including coverage for students provided through a college or other school plan.

- Medical benefits coverage in automobile policies.

- Coverage under Medicare or other governmental plans required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act as amended from time to time). It also does not include

any law or plan whose benefits are excess to those of any private insurance program or other non-governmental program.

When this Plan is Primary, its benefits are determined before those of the other plan and without considering the other person's benefits. When this Plan is Secondary, its benefits are determined after those of the other plan and may be reduced because of the other plan's benefits.

When there are more than two covering Plans, this Plan may be Primary as to one Plan, and may be Secondary as to another plan.

RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION

Certain information may be needed to apply these rules and adjust claims. The Plan shall decide which facts it needs and may obtain them from, or give them to, any other organization or person. The Plan Administrator need not obtain permission or consent, and the participant must provide information needed or requested to adjust a claim.

FACILITY OF PAYMENT

A payment made by another plan may include an amount which should have been paid under This Plan. If so, payment in that amount to the organization which made payment, will then be treated as though it were a benefit paid under This Plan. The term "payment made" includes benefits in the form of services, in which case the "payment made" shall be deemed to be reasonable cash value of any benefits provided in the form of services.

RIGHT OF RECOVERY

If the amount of a payment made by The Plan is more than it should have paid. The Plan may recover the excess from the entity it has paid or for whom it has paid.

APPEAL FROM A DENIAL OF BENEFITS

An appeal concerning denial of benefits must be made in writing to the Administrator, and include any additional information or evidence that was not given when the claim was first submitted. It must also include names and addresses of the patient and the employer, the dates of services, and the provider's name. An appeal must be made within 60 days of the date you were first notified of the action being taken. A written response will be sent within 60 days following receipt of the appeal.

An "Allowable Expense" is a necessary, reasonable and customary expense for medical care which is covered at least in part by one or more plans covering the person for whom claims is made.

The difference between the cost of a private hospital room and the cost of a semi-private hospital room is not considered an Allowable Expense under the above definition unless the patient's stay in a private hospital room is a medical necessity or as specifically defined in the plan.

When a Plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an Allowable Expense and a benefit paid.

EXTENSION OF BENEFITS

An extension of Basic Medical and Major Medical benefits will be granted to you if you are totally disabled and under a Physician's care when your coverage ends. Under this extension, you will receive Medical Benefits for Covered Charges due to the condition causing your total disability, if you remain disabled and under a Physician's care and such charges are incurred before the Extension ends. Payment of such benefits is subject to all terms of this Plan. The applicable extension will end on the first of the date you cease being totally disabled; or the end of a 90-day period following the date your Medical Coverage ends. This extension will not be granted if you have received the Major Medical Maximum Lifetime Amount payable for the condition causing your total disability; or your coverage ended because you faded

to make required payments. You will be considered "totally disabled" if, because of sickness or injury, you are unable to perform any work for wages for profit. A dependent will be considered "totally disabled" if, because of sickness or injury, he or she cannot engage in the normal and customary activities of someone the same age, sex, and family status.

CONVERSION PRIVILEGES

If coverage with this plan should terminate, you may be eligible to purchase an individual Conversion policy. Rules governing this purchase are established by the Administrator and are subject to Federal and Governing State Statutes and Regulations. No conversion privilege will be provided in the event of voluntary termination.

ORDER OF BENEFIT DETERMINATION RULES

This Plan determines its order of benefit payments using the first of the following rules which apply:

- A. Non-dependent/Dependent: The benefits of the plan which cover an employee are determined before those of the plan which cover a dependent.
- B. Dependent Child/Parents Not Separated or Divorced: When this Plan and another plan cover the same child as a dependent, the benefits of the Plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year. If both parents have the same birthday, the benefits of the plan which covered the parent longer are determined before those of the plan which covered the other parent for a shorter period of time.
- C. Dependent Child/Separated or Divorced Parents: If two or more Plans cover a dependent child of divorced or separated parents, benefits for the child are paid first by the plan of the parent with custody of the child, and then by the plan of the spouse of the parent with custody of the child, and finally by the plan of the parent not having custody of the child. But if the terms of a court decree state that one of the parent's is responsible for the Health Care expenses of the child, the benefits of that parent's plan are primary and the benefits of the other parents are secondary.
- D. Active/Inactive Employee: the benefits of a plan which covers a participant as an employee who is neither laid off nor retired, or a participant's dependent, are determined before those of a plan which covers that participant as a laid off or retired employee.
- E. Longer/Shorter Length of Coverage: If none of the above rules determine the order of benefits of the Plan which covered a participant longer are primary, and those of the Plan which covered the participant for a shorter time are secondary.



Atlantic City Board of Education

Administration Office ▪ CitiCenter Building ▪ 5th Floor
1300 Atlantic Avenue ▪ Atlantic City, NJ 08401
(609) 343-7200 ▪ Fax (609) 345-0327

INITIAL NOTICE OF COBRA CONTINUATION RIGHTS ATLANTIC CITY BOARD OF EDUCATION GROUP HEALTH PLANS

Introduction

You are receiving this notice because you are covered under a group health plan (the “Plan”) sponsored by the Atlantic City Board of Education. The Plan includes Medical, Prescription, Dental and Vision. This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to receive it.**

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan’s Summary Plan Description or contact the Plan Administrator.

What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary”. You, your spouse, and your dependent children could become qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse’s hours of employment are reduced;
- Your spouse’s employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose their coverage under the Plan because any of the following qualifying events happen:

- The parent-employee dies;
- The parent-employee’s hours of employment are reduced;
- The parent-employee’s employment ends for any reason other than his or her gross misconduct;
- The parent-employee’s becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- The parents become divorced or legally separated: or

- The child stops being eligible for coverage under the plan as a “dependent child.”

When is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee’s becoming entitled to Medicare benefits (under Part A, Part B or both), the employer must notify the Plan Administrator of the qualifying event.

You Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child’s losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to: Atlantic City Board of Education, 1300 Atlantic Ave., 5th Floor, Atlantic City, NJ 08401 Attn: Kelly Hoffman, Benefits Clerk (609)343-7200 extension 5058.

How is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a continuation of coverage. When the qualifying event is the death of the employee, the employee’s becoming entitled to Medicare Benefits (Part A, Part B, or both), your divorce or legal separation, or a dependent child’s losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee’s hours of employment, and the employee became entitled to Medicare less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee’s hours of employment, COBRA continuation coverage generally lasts for only up to 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18-months period of continuation coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage.

Second qualifying event extension of 18-months period of continuation coverage

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get an additional 18 months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor’s Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA’s website.)

Keep Your Plan Informed of Address Changes

In order to protect your family’s rights, you should keep the Plan Administrator informed of any changes in the address of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan Contact Information

Kelly Vazquez/Benefits Clerk
Atlantic City Board of Education
1300 Atlantic Ave., 5th Floor
Atlantic City, NJ 08401
(609) 343-7200 ext. 5058