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ARTICLE I

RECOGNITION

- 1.1 The Board of Education of the City of Atlantic City Public Schools, Atlantic City, New Jersey recognizes the Atlantic City Principals and Supervisors' Association, hereinafter known as ACPSA, as the exclusive negotiating representative for collective negotiations concerning the terms and conditions of employment for professionally-certified personnel employed by the Board including Principals, Assistant Principals, District Supervisors, Academic Supervisors, and including the Night School Principal if and only if the Night School Principal is a Member of the ACPSA at the time of hiring, but excluding all other employees of the Board.

ARTICLE II

NEGOTIATIONS PROCEDURES

- 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.

ARTICLE III

FRINGE BENEFITS

3.1 Insurance Coverage

The Board of Education will assume the full cost of premium payments for Employees and, where appropriate, their dependents. The Board will provide the same insurance coverage and plans with the same terms and conditions as it provides to all other bargaining units and employees in the District.

3.1.1 The Board of Education shall provide an eye care plan covering employees and their family. The maximum annual benefit level shall be three hundred dollars (\$300.00) for the covered employee inclusive of any family members. The Plan shall cover eye examination, glasses and/or contact lenses.

3.2 Sick Leave

3.2.1 Employees shall receive eleven (11) days sick leave per year as eleven (11) 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. 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.

3.2.2 On a case-by-case basis, 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 the Board less the cost of the substitute.

3.2.3 In computing salary deduction, 1/220 of the contract salary shall be deducted for each day's absence for eleven (11) month employees. For twelve (12) month Employees 1/240th of the contract salary shall be deducted.

3.3 **Tuition Reimbursement**

3.3.1 The Superintendent shall only approve reimbursement for courses taken if the Employee submits a written request for such approval within ten (10) calendar days of the first class meeting and if the course meets one (1) of the following criteria. The Employee must be:

3.3.1.1 Matriculating in a program to an advanced degree in the field of education; or

3.3.1.2 Taking courses necessary for certification in a specific field of education; or

3.3.1.3 Taking courses for professional improvement directly related to the subject or subject area currently being taught or supervised by the Employee.

3.3.2 Courses must be taken for graduate credit and given by an accredited four (4) year college or university.

3.3.3 A passing grade must be earned. Employees will be reimbursed for all tuition and fees up to one thousand, five hundred dollars (\$1,500.00) per semester. Such reimbursement will be made at the first pay period following the first Board meeting after presentation of transcripts and

receipts to the Superintendent and providing the Employee is employed in the school system. Transcripts or a final course grade provided by the course instructor must be presented to the Superintendent in person not later than thirty (30) calendar days after completion of the course or, if not, tuition and fees shall not be reimbursed.

3.3.4 Reimbursement for mileage, meals, books, etc., will not be permitted - only tuition and registration fees will be reimbursable.

3.3.5 In the event that an Employee takes a course at the specific request of the Board, the Board will pay all fees and expenses for such course. Including mileage, meals, books, etc. The amount paid by the Board for such course shall not be deducted from any amount for which the Employee is otherwise eligible for tuition reimbursement.

3.4 **Vacations**

3.4.1 The time worked between July 1st of the preceding calendar year and June 30th of the current calendar year will be considered for a work year and will be the base period for the calculation for the vacation pay for the current year.

3.4.2 Vacations shall be granted to twelve-month employees only and shall be based upon the following:

3.4.2.1 Upon commencement of employment and up to and including the fifth year of employment, twelve (12) working days.

- 3.4.2.2 Upon the completion of the fifth year of continuous employment and up to and including the ninth year, eighteen (18) working days.
 - 3.4.2.3 Upon the commencement of the tenth year of continuous employment, twenty (20) working days.
- 3.4.3 The scheduled time for vacations shall be mutually-agreed upon among the Employees and the Superintendent. Employees may utilize up to five (5) vacation days in time periods other than summer vacation period with the approval of the Superintendent. The Superintendent, in his sole discretion, may approve the use of more than five (5) days vacation, if he/she feels it is appropriate.
- 3.4.4 Vacation allowance is based upon time worked as an Administrator in Atlantic City school systems.
- 3.4.5 An Employee newly appointed to an administrative position at some time during the year after July 1st shall be eligible for appropriate prorated vacation after June 30th following their date of appointment.
- 3.4.6 Vacation time not used in any school year can be carried into the next school year to a maximum of ten (10) days. Any unused vacation time shall accumulate to the credit of the Employee's sick leave day bank.

3.5 **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:

3.5.1 The Employee must notify the Superintendent six (6) months prior to the Employee's retirement date.

3.5.2 If the Employee fails to notify the Superintendent six (6) months prior to the Employee's retirement date, the Employee shall receive his/her retirement bonus the first year subsequent to the year in which he/she retires.

3.5.3 All retirement bonuses shall be computed by determining the Employee's regular (inclusive of any sick leave bank days) accumulated sick leave days of his/her retirement date. The figure so achieved shall be multiplied by seventy-five dollars (\$75.00) and the resulting sum shall be the individual Employee's retirement bonus. For employees hired prior to June 30, 1999, the maximum retirement bonus shall be \$25,000.00. For all other employees, the maximum retirement bonus shall not exceed \$20,000.00.

3.5.4 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.

ARTICLE IV

GRIEVANCE PROCEDURES

4.1 **Definitions**

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

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

- (a) If the event or action causing the grievance occurs between September 1st and May 30th, the grievance must be submitted, in writing, within ten (10) calendar days from the time when the grievant knew or should have known of its occurrence.

- (b) If the event or action causing the grievance occurs between June 1st and August 31st, the grievance must be submitted, in writing, fifteen (15) calendar days from the time when the grievant knew or should have known of its occurrence.

4.2 **Procedure**

- 4.2.1 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.
 - 4.2.2 Any employee grievant shall, during and notwithstanding the pendency of the 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.
 - 4.2.3 Any grievant may be represented at all stages of the grievance procedure by himself or, at his/her option, by the Association or a representative selected or approved by the Association.
- 4.3 An employee grievant who has an alleged grievance shall place it, in writing, and discuss it first with his/her immediate superior in an attempt to resolve the matter informally at that level. The immediate superior shall give his/her decision, in writing, within seven (7) calendar days.
- 4.3.1 The employee grievant, no later than three (3) calendar days after receipt of the decision of his/her immediate superior, may appeal the

decision to the Superintendent or his designee. The appeal to the Superintendent or his designee must be made, in writing, with a copy to the immediate superior specifying: (a) the nature of the grievance; (b) the nature and extent of the injury, loss or inconvenience; (c) the results of previous discussions; and (d) the grievant's dissatisfaction with decisions previously rendered. The Superintendent or his designee shall attempt to resolve this matter as quickly as possible, but within a period not to exceed ten (10) calendar days from the receipt of this appeal. The Superintendent or his designee shall communicate his/her decision, in writing, to the employee grievant and the Association.

4.3.2 If the grievant is a non-tenured member of the bargaining unit and the grievance has arisen by reason of the non-tenured member of the bargaining unit not being re-employed, the meeting with the Superintendent or his designee is the terminal step in the grievance procedure and his/her decision shall be final and binding.

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

- 4.4.1 Any matter for which a specified method of review is prescribed by law or any rule or regulation of the State Commissioner of Education.
- 4.4.2 A complaint of a non-tenured member of the bargaining unit which arises by reason of his/her not being re-employed or of being discharged during a school year.
- 4.4.3 A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure either is not possible or not required.
- 4.4.4 Any matter which, according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
- 4.5 If the grievance is not resolved by the decision of the Superintendent or his designee, the Association shall have the right to seek arbitration under the rules of the New Jersey Public Employment Relations Commission.
- 4.6 The arbitrator shall limit himself/herself 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 final and binding. He/She shall outline his/her findings of fact and conclusions in a written opinion and award which shall be issued within thirty (30) days from the close of the hearing.
- 4.7 The costs for services 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 the same.

- 4.8 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 4.9 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.
- 4.10 If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit such grievances in writing to the Superintendent of Schools, directly and the proceeding of such grievance shall commence at the second step. The affected employee(s) shall be specifically identified by the Association.
- 4.11 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. Any documents held in the personnel file prior to this "agreement" are to be expunged.

ARTICLE V

RIGHTS OF THE PARTIES

- 5.1 Nothing contained herein shall be construed to deny to or restrict from any Employee or the Board such rights as either may have under the New Jersey School Laws or other applicable laws and regulations.
- 5.2 If an Employee 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 a meeting with the Superintendent. If the Employee is dissatisfied with the reasons, he/she may request a hearing with the Board of Education and, if his

dissatisfaction continues, he/she may appeal such action to the Commissioner of Education.

5.3 Whenever any Employee is required to appear before the Board or any committee member or representative thereof concerning any matter which could adversely affect the continuation of that Employee in his office, position or employment, or in the salary or and increments pertaining thereto, then he/she shall be given prior written notice of the reasons 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.

5.4 No Employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

5.5 The Employee shall not furnish to any employee, or his/her representatives, any document that purports to endorse, vouch or express evaluative comments relating to employee performance without the prior, written approval of the Superintendent.

This covenant shall not be interpreted or construed to prohibit any lawful public comment at the Public Session Meetings of the Board of Education, or compliance with any lawful process issued by a Court of law.

5.6 Monitoring evaluation or assessment of any Employee shall be conducted by appropriately, certified personnel.

ARTICLE VI

ASSOCIATION RIGHTS

6.1 The Board agrees to furnish the Association with the minutes of all Board meetings and the names and addresses of all Employees.

- 6.2 The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary without the approval of the Superintendent.
- 6.3 Upon notification to the Superintendent of Schools, representatives of the ACPSA or the NAESP and/or NASSP shall have the right to enter the schools and meet with Employees to carry out appropriate Association business. Such business shall not interfere with administrative responsibilities.
- 6.4 The Board shall provide a personal day bank for the Association of a maximum of three school days per school year to be used at the discretion of the Association for Association business. The Association must give forty-eight (48) hours notice of its desire to use one (1) or more of these three (3) school days and such usage must be taken as an association/professional day.

ARTICLE VII

COMPLAINT PROCEDURE

- 7.1 If a complaint regarding an Employee is made to an Assistant Superintendent, Superintendent or the Board of Education by any parent, student or other person and if the Assistant Superintendent, Superintendent or member of the Board makes a written memo concerning the complaint or if the complaint is in writing and either the 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 VIII

ADMINISTRATIVE STAFF VACANCIES

- 8.1 During September through June inclusive whenever an administrative vacancy is going to be filled during the school year or when a new position is created, a notice of the vacancy shall be posted in each school and the Administration Building for a minimum of five (5) calendar days. If such a vacancy occurs during July or August, the

posting period shall be ten (10) days, except in the case of an emergency. The Employee's interest in being considered for any posted Administrative vacancy shall be considered through a written request filed with the Superintendent.

8.1.1 Other than the positions of Superintendent, Assistant Superintendent, Assistant to the Superintendent and School Business Administrator, all administrative appointments shall be posted.

8.1.2 If a vacancy occurs during the summer, a notice shall be posted in each building and a copy mailed to the Association president.

8.2 Appointments to any professional staff vacancy on a temporary or permanent basis shall be made at the sole discretion of the Board.

8.2.1 When a person presently employed in the System is appointed by the Superintendent or Board of Education on a temporary basis to fill a professional staff vacancy, he/she shall be paid the rate for the position retroactive to the thirty-first (31st) day he/she served in that position after he/she has completed sixty (60) continuous calendar days in that temporary position.

8.3 Nothing contained herein in this Article precludes the Board from filling any professional staff vacancy with persons not presently employed in the system.

ARTICLE IX

EMPLOYMENT TERMS

9.1 To be given a full credit of one (1) year of service toward the next increment step, an Employee must work fifty percent (50%) of the year.

9.2 Previously accumulated, unused leave days shall be restored to all rehired Employees.

- 9.3 Employees shall be notified of contract status for the ensuing year no later than May 15th. Employees shall be notified of their salary status within three (3) weeks of ratification of this Agreement.
- 9.4 For twelve (12) month employees, the time worked between July 1st of the preceding year and June 30th of the current year shall be considered the work year.
- 9.5 When a current employee is promoted within the Bargaining Unit or from another Bargaining Unit, the new salary shall be the greater of the next highest dollar level of the new position or the dollar value of the old position increased by the pro-rata calculation of the increased work year.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

- 10.1 An employee may receive up to a maximum of four (4) 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 illness in the immediate family. Personal leave days and vacation days which are not used in any one (1) school year shall accumulate to the credit of the employee's sick leave day bank. The Board of Education shall supply to each employee on November 1st of each school year an accounting of accumulated sick leave days, personal days and vacation days available.
- 10.1.1 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 the arrangements are made, in writing, with the Superintendent of Schools at least one (1) week in advance. If such absence is not taken under the provisions of 5.1.1, such absence shall cause a deduction of the amount of a substitute's pay.

- 10.2 An employee shall be granted up to five (5) continuous calendar days for death in the immediate family. "Immediate family" shall be defined as: mother, father, brother, sister, husband, wife, child, mother-in-law, father-in-law, legal guardian, grandparent, grandchild, stepparents, or any other person domiciled in the same household as the employee. Reasonable proof of death and/or relationship may be required in any case of death leave. If, in the judgment of the Superintendent, circumstances warrant, the Superintendent may grant additional leave.
- 10.3 Time, as necessary, to perform jury duty will be granted, if required to do so. Any employee serving on jury duty shall receive their 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 postponements on behalf of the employee. If, after such request is made by the Board and jury duty still is not postponed, the Board shall provide pay as outlined above.
- 10.4 All other temporary leaves of absence shall be specified in the policy of the board and/or in the "Rules and Regulations of the Board of Education", as revised. In

addition, convention leave shall be specified in Paragraph 15 of Article XIV titled, "General Rules" of the Rules and Regulations.

ARTICLE XI

EXTENDED LEAVES OF ABSENCE

- 11.1 An Employee may be granted a leave 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.
 - 11.1.1 A member on leave shall receive one-half salary.
 - 11.1.2 A member on leave shall receive salary increments and benefits commensurate with in-service personnel.
 - 11.1.3 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.
 - 11.1.4 Seven (7) years of service in the Atlantic City Public Schools shall be required prior to the leave.
 - 11.1.5 An expectation of at least two (2) years of additional service in the Atlantic City Public Schools shall be required following the leave.
 - 11.1.6 Applications for leave must be made sufficiently in advance to allow for proper and adequate replacement and receive the approval of the Superintendent of Schools and the Board of Education.
- 11.2 A child-rearing leave of absence without pay will be granted immediately subsequent to the Employee's physical disability due to pregnancy under the following circumstances and upon request of employee's having tenure:

- 11.2.1 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 1st. Only with the sole approval of the Superintendent may an Employee return at a time other than specified.
- 11.2.2 Notice that the employee intends to return to active duty must be made at least four (4) months before the date of return.
- 11.2.3 All child-rearing leave shall be without pay.
- 11.2.4 An employee returning from a child-rearing leave shall be entitled to the salary he/she received at the time of the leave plus raises and benefits negotiated for the year in which he/she returns.
- 11.2.5 Any employee with tenure 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 employees 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.
- 11.3 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.

- 11.4 An Employee 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 accepts a Fulbright Scholarship.
- 11.4.1 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 Employee's immediate family. Additional leave for this purpose may be granted at the sole discretion of the Board.
- 11.5 Upon return from leave granted pursuant to Section 11.3 and 11.4, an Employee shall be considered as if he/she were actively-employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he/she had not been absent. An Employee shall not receive increment credit for time spent on other leaves granted pursuant to this Article.
- 11.6 Unused, accumulated sick leave and credit toward sabbatical eligibility shall be restored to the Employee upon his 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.
- 11.7 All applications and responses for leaves shall be presented in writing, on forms provided.

ARTICLE XII

REPRESENTATIVE FEE

- 12.1 The Association shall, on or before September 30th, deliver to the Board a written statement containing the following:

- 12.1.1 A statement that the Association has determined the amount of representative fee in accordance with the formulated requirement of N.J.S.A. 34:13A-5.4.
 - 12.1.2 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.
 - 12.1.3 A statement establishing the amount of yearly representative fees to be deducted from the salaries of each non-member. Such representative fee shall not exceed eight-five percent (85%) of the regular membership dues, fees and assessments.
 - 12.1.4 A list of all Employees who have failed to arrange for and become members of the Association and a request that the representative fees of such non-members be deducted in accordance with the Agreement.
- 12.2 Beginning with the first full pay period in November, the Board will commence deductions from salaries of such Employees in accordance with Paragraph 3, below, of the full amount so deducted to the Association.

12.3 **Payroll Deductions Schedule**

The Board will deduct the representative fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck:

- 12.3.1 In November; or
- 12.3.2 Thirty (30) days after the employee begins his/her employment in a bargaining unit position or was on layoff, in which event, the

deductions will begin with the first paycheck paid ten (10) days after the resumption of the employees employment in a bargaining unit position, whichever is later. The mechanics for deduction of representative fees and the transmittal 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.

12.4 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 date of employment for all such employees.

12.5 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 of any sum of money as a representative fee under the provisions of this Agreement.

ARTICLE XIII

SALARY

13.1 Each Employee shall be compensated in accordance with the salary schedule located in Appendix A and shall be limited as set forth therein.

In no event shall the total compensation (inclusive of longevity and any other items) for all positions exceed the annual Level 11 set forth in Appendix A.

ARTICLE XIV

MISCELLANEOUS

14.1 The Board of Education and the ACPSA will make every effort to act in good faith to carry out the spirit, as well as the letter of this Agreement, subject to law, and to consult in order to assure that this Agreement is being adhered to.

14.2 **Dues Deduction**

The Board agrees to deduct from the salaries of its Employees dues for the ACPSA, the New Jersey Principal and Supervisor's Association, the National Association of Elementary School Principals, National Association of Secondary School Principals and the New Jersey

Education Association and the National Education Association as said Employees individually and voluntarily authorize the Board to deduct. Such deduction shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-159e) 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 ACPSA following the monthly pay periods in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

14.2.1 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.

14.3 An Employee shall suffer no more than one (1) reduction in category during his career in the school system; however, this shall not be construed to be a guarantee against such Employee being laid-off during a reduction in force.

14.4 The Association and the Board agree to form an Exploratory Committee for the purpose of examining incentive/merit based-pay provisions in a successor Agreement. The Committee shall be formed within forty-five (45) days from the execution of this Agreement.

ARTICLE XV

BOARD'S RIGHTS

15.1 The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and

Constitution of the State of New Jersey and of the United States, including, but not limited to, the following rights:

- 15.1.1 The executive management and administrative control of the Board and its properties and facilities;
 - 15.1.2 To hire, promote and transfer employees;
 - 15.1.3 To suspend, discharge or take other disciplinary action in accordance with this Agreement and Laws; and
 - 15.1.4 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.
 - 15.1.5 To change, modify or promulgate, reasonable policies, rules and regulations in accordance with law.
- 15.2 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 judgment 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.
- 15.3 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 XVI

DURATION OF AGREEMENT

The Atlantic City Board of Education and the Atlantic City Principals and Supervisors Association agree to the contract as proposed for 2004-2007.

ELEMENTARY PRINCIPALS

STEP	2004-2005	2005-2006	2006-2007
1	86,000	87,900	88,900
2	88,000	89,900	90,850
3	90,000	91,900	93,350
4	92,000	93,900	95,850
5	94,610	95,900	98,350
6	97,530	98,500	100,800
7	100,450	101,450	103,400
8	102,600	104,350	106,200
9	104,750	107,000	108,900
10	106,900	110,000	112,525
11	110,000	112,700	116,150

ELEMENTARY ASSISTANT PRINCIPALS

STEP	2004-2005	2005-2006	2006-2007
1	77,400	79,700	82,600
2	79,000	81,300	84,200
3	80,600	82,900	85,500
4	82,200	84,500	87,350
5	83,800	86,100	89,100
6	85,300	87,700	90,600
7	86,800	89,200	92,150
8	88,400	90,500	94,200
9	90,200	92,300	96,200
10	92,000	95,500	98,450
11	96,000	98,700	102,200