

**COLLECTIVE NEGOTIATIONS AGREEMENT**

**BETWEEN**

**THE ATLANTIC CITY BOARD OF EDUCATION**

**AND**

**THE ATLANTIC CITY EDUCATION ASSOCIATION**

**JULY 1, 2016 TO JUNE 30, 2019**



**APPENDIX**

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## **PREAMBLE**

THIS AGREEMENT entered into January 12, 2017, 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, educational interpreters, 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 15<sup>th</sup>, 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 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's level; otherwise, it may be initiated on the Assistant Superintendent of Operations' 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 Director 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 Director 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 Director 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 themselves 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 shelter 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 Effective July 1, 2016 pay will be provided via direct deposit in accordance with District procedures. Additionally, effective July 1, 2017 all employees shall be paid for time worked and receive said payment on the 15<sup>th</sup> and 30<sup>th</sup> of the month in accordance with the contracted term for each position whether a ten (10) month or twelve (12) month employee. In the event that the 15<sup>th</sup> or 30<sup>th</sup> of the month falls on a weekend, holiday or scheduled non-work day, payment will be made on the last work day.

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.

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/she 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 contact the employee via certified letter to the last known address of the employee and if known to their email as well. 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 or 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 and location 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 (1/2) day 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 email 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 equal to the students' 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. 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 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.

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.

7.9.1 In the first year of employment all newly hired teachers after July 1, 2017 are required to work a maximum of one hundred eighty-seven (187) 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

7.15.1 Mentoring for all first year novice teachers including special education will be implemented in accordance with state regulations.

7.16 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

*While the parties acknowledge that formal evaluation shall help effectuate employment decisions made by the District, the prevailing goal shall be that which produces a collegial and timely interaction designed to improve quality education for the Atlantic City Public Schools.*

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's 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 personnel 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 or that observation before any final evaluation is completed. If the report of such observation contains notation of an ineffective 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 All bargaining unit positions as listed in the recognition clause 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 ninety-two (92) days 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 five (5) 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 Salaries**

13.1.1 All employees covered by this Agreement move only once on their salary guide during the term in 2017-2018 and otherwise remain on their respective step. Effective either July 1, 2016 (for twelve (12) month employees) or September 1, 2016 (for ten (10) month employees), the salaries for all teachers covered in this Agreement are set forth in Appendix A. Any teachers who are alternate route as of July 1, 2016 shall be placed on the teachers guide for the equivalent, but not lesser salary for the 2016-2017 school year and move forward from there on the teachers guide.

13.1.2 Effective either July 1 or September 1, 2016, 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, 2016, 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, 2016, 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, 2016, 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, 2016, 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, 2016, 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 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 All yearlong extra-curricular compensation shall be paid by 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.

13.1.12 All coaching stipends will be paid at the conclusion of the season for all positions within a particular season, e.g. fall or spring. These specific deadlines shall be determined by NJSIAA and when it states that a particular season has concluded or when the actual season ends, whichever is later.

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, 2013 - \$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 in the same manner as 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 Sick Day Payments at Retirement

All employees retiring from the Atlantic City School System in accordance with applicable law shall be eligible for sick day payment at retirement 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 sick day payment at retirement the first school year subsequent to the school year in which he/she retires.

13.6.3 All payments made under this section 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 sick day payment at retirement.

13.6.4 Sick Day Payments at Retirement 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 For support personnel only, any ten-month employee employed for 92 days (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 employed for 120 days (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 2016

13.12.2 A certified pool operator shall receive:

Six hundred sixty dollars (\$660.00) in 2016

#### **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.

14.4 A seniority list shall be posted thirty (30) days prior to any Reduction in Force (RIF).

#### **ARTICLE XV TEACHER TRANSFERS AND REASSIGNMENTS**

15.1 By May 1 of each school year, the Superintendent, or his/her 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/her 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 at least the legislated contribution requirements provided by P.L. 2011, c. 78 towards their health insurance premium which equates to Step 4 on the existing scale where it shall remain unless renegotiated at a later time. No employee's health care contribution shall be less than 1.5% of his or her base salary. The Board will assume the remaining costs for health benefits 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 medical plan in existence as of June 30, 2016 shall remain in place for the 2016-2017 school year. Effective July 1, 2017 the coverage shall be available through the School Employees' Health Benefits Program ("SHBP/SEHBP") for medical, prescription, dental and vision.

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 comparable or better than the eye care plan in existence in the District as of June 30, 2016. 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 and in no event shall exceed three hundred dollars (\$300.00) annually. This paragraph is subject to change in accordance with 16.1, effective July 1, 2017 as noted above.

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 the plan descriptions available to all employees in the bargaining unit. 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. Effective July 1, 2017 if an employee would like a copy of the plan description they can obtain the same directly from the state health benefits website.

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 said 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 Effective for the 2016-2017 school year only, the opt-out amount shall be \$6,500.00 or 15% of the premium that would have been paid, whichever is less. Effective July 1, 2017, employees eligible for coverage who provide the required certification that coverage is provided by a qualified spouse may decline coverage and will be reimbursed 25% of the District's premium or \$5,000 whichever is the lesser. The reimbursement amount shall be at the rate for the current level of coverage at the time of the request for payment. If the spouse's coverage ends, the employee may re-enroll in the District's policy. This waiver incentive is not available to employees whose other means of coverage would be via another individual enrolled in a SHBP/SEHBP medical plan, in accordance with the applicable statute and regulations. Such waiver is irrevocable for the plan year unless the employee has a change in life event as delineated in the law.

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 in accordance with the applicable statute, regulations and plan documents.

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 re-elect 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 no 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 change. The Board's obligation for the cash option shall be prorated for the employee subject to a change in status. If the district's health plan does not accept the employee, the district will find a comparable plan and pay the premium up to the current amount paid for 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, domestic partner, 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) paraprofessional 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. For teachers and support staff covered under this agreement, effective July 1, 2017, a total of one hundred fifty thousand dollars (\$150,000.00) shall be available for possible tuition reimbursement annually. Individual reimbursement is handled in accordance with the guidelines below, depending on the specific individual's title within the district at the time of the course submission for consideration.

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 only 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 four (4) school years of continuous employment in the district and the issuance of a fifth contract for continuous employment. Such reimbursement shall apply only to those courses completed after the completion of the four (4) school years period noted above.

20.4 Tuition reimbursement shall be made on the following conditions:

(a) A portion of the tuition is reimbursable for an employee who receives a grade of "B" or better.

(b) No reimbursement shall occur for any course grade of a "C" or less.

For the 2016-2019 school years, teachers will be reimbursed for tuition up to fifteen (15) credits annually at a maximum rate not to exceed the Rowan University (M.A. in Special Education) per credit rate. Employees must submit transcripts for reimbursement no later than the following dates: January 15<sup>th</sup> (for approved Fall courses), June 15<sup>th</sup> (for approved Winter courses) and July 30<sup>th</sup> for approved Summer courses). The Board will reimburse employees once annually for

approved courses taken in the Fall and Winter semesters by July 30<sup>th</sup> and for the Summer semester by August 30<sup>th</sup>, only if all required paperwork has been submitted no later than the above noted deadline and reimbursement will be made based on the funding available. Once all annual tuition information is submitted a review will be conducted to determine if the full amount of potential reimbursement is available. However, if the requests submitted exceed the amount in the fund for full value reimbursement, then each individual will receive their reimbursement on a pro-rata basis so that each qualified individual receives some amount of reimbursement, not to exceed the amount provided in Article 20. If an employee fails to complete and submit all the required paperwork by the deadline for the year, he/she shall forfeit any right to reimbursement for the same.

As of July 1, 2017, the annual calculation of the per credit amount is determined by \$150,000.00/Number of credits (not to exceed the Rowan rate listed in this Article).

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 2016-2019 school years, support staff members may be reimbursed for tuition up to fifteen (15) credits annually at a maximum rate not to exceed the Rowan University (B.A. in Liberal Studies) per credit rate, only after the Superintendent or designee approves reimbursement for courses taken if the support staff member submits a written request for such approval within ten (10) calendar days of the first class meeting and only if the course meets the following criteria:

- (i) Payments will be made for undergraduate college or university or other institution which grants credits for application to a degree.
- (ii) A portion of the tuition is reimbursable for an employee who receives a grade of "B" or better.
- (iii) No reimbursement shall occur for any course grade of a "C" or less.

Employees must submit transcripts for reimbursement no later than the following dates: January 15<sup>th</sup> (for approved Fall courses), June 15<sup>th</sup> (for approved Winter courses) and July 30<sup>th</sup> for approved Summer courses). The Board will reimburse employees once annually for approved courses taken in the Fall and Winter semesters by July 30<sup>th</sup> and for the Summer semester by August 30<sup>th</sup>, only if all required paperwork has been submitted no later than the above noted deadline and reimbursement will be made based on the funding available. Once all annual tuition information is submitted a review will be conducted to determine if the full amount of potential reimbursement is available. However, if the requests submitted exceed the amount in the fund for full value reimbursement, then each individual will receive their reimbursement on a pro-rata basis so that each qualified individual receives some amount of reimbursement, not to exceed the amount provided in Article 20. If an employee fails to complete and submit all the required paperwork by the deadline for the year, he/she shall forfeit any right to reimbursement

for the same.

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 employed 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 use of accrued vacation time, subject to the approval of their Supervisor and Superintendent, in conjunction with the guidelines listed below. 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 Assistant Superintendent of Operations or his/her designee in conjunction with consideration of the existing work schedules at the time of the request.



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.

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.

21.2.3 No employee shall take vacation during the two (2) weeks prior to the opening of school each academic year or the two (2) weeks immediately following the start of the academic year.

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 fifteen (15) holidays with pay on which they are not required to work, subject to the annually approved District calendar:

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 the schools are open for a holiday listed above, the district will work with the union to agree in advance on another day to be provided to these employees.

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 one hundred

percent (100%) holiday premium. The same shall occur 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.

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 or in accordance to the annually approved District calendar.

## **ARTICLE XXII SUPPORT PERSONNEL HOURS AND SCHEDULES**

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 day's 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 "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 2016-2019.

22.5 Overtime for maintenance shop employees 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 four (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 and administration building employees may leave ½ (one half) hour after the students leave.

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 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, then all affected employees shall receive a severance payment equivalent to one week's 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 Superintendent or their designee 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 Director 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.

23.10 A seniority list shall be posted for any impacted titles thirty (30) days prior to any Reduction in Force (RIF).

#### **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 As of July 1, 2016 new hires after four (4) 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). Any custodial employees hired before July 1, 2016 shall receive said appointment after three (3) years of uninterrupted continuous service.

#### **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 Director 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 creating a PDF and printing up to 100 copies of the final agreement reached between the parties.

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 during its duration, this Agreement 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.



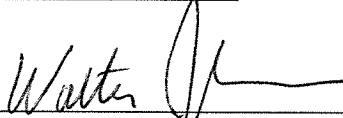
**ARTICLE XXXI  
DURATION OF AGREEMENT**

This Agreement shall take effect as of July 1, 2016 and shall remain in full force and effect until June 30, 2019.

FOR THE ASSOCIATION

  
\_\_\_\_\_  
Marcia Genova, ACEA President

FOR THE BOARD

  
\_\_\_\_\_  
Walter Johnson, ACBOE President

  
\_\_\_\_\_  
Gary Melton, ACEA Negotiations Chair

  
\_\_\_\_\_  
Angela Brown, ACBOE Board Secretary

**Appendix "A"**

**Atlantic City Education Association  
2016-2017  
Salary Schedule  
Certified Teaching Personnel**

<b><u>Degree</u></b>	<b><u>BA</u></b>	<b><u>BA+15</u></b>	<b><u>BA+30</u></b>	<b><u>MA</u></b>	<b><u>MA+15</u></b>	<b><u>MA+30</u></b>	<b><u>DOC</u></b>
<b><u>STEP</u></b>							
1	49,569	51,068	52,568	54,069	55,568	57,070	60,072
2	49,887	51,388	52,889	54,391	55,891	57,390	60,389
3	50,210	51,710	53,210	54,712	56,209	57,711	60,712
4	50,531	52,031	53,530	55,031	56,531	58,032	61,034
5	52,471	53,972	55,473	56,973	58,474	59,974	62,976
6	54,879	56,380	57,878	59,381	60,879	62,380	65,381
7	57,287	58,788	60,288	61,787	63,288	64,789	67,790
8	59,693	61,194	62,694	64,196	65,695	67,196	70,196
9	62,101	63,601	65,100	66,600	68,101	69,601	72,602
10	64,987	66,489	67,989	69,490	70,990	72,489	75,491
11	67,395	68,895	70,396	71,897	73,397	74,899	77,897
12	72,209	73,708	75,208	76,710	78,211	79,712	82,711
13	78,307	79,806	81,307	82,808	84,309	85,808	88,809
14	84,563	86,065	87,566	89,066	90,567	92,067	95,069
15	94,971	96,539	98,110	99,679	101,247	102,817	105,956

**Longevity**

**At the completion of:**

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

**Appendix "A"**  
**Atlantic City Education Association**  
**2017-2018**  
**Salary Schedule**  
**Certified Teaching Personnel**

<u><b>Degree</b></u>	<u><b>BA</b></u>	<u><b>BA+15</b></u>	<u><b>BA+30</b></u>	<u><b>MA</b></u>	<u><b>MA+15</b></u>	<u><b>MA+30</b></u>	<u><b>DOC</b></u>
<u><b>STEP</b></u>							
1	50,712	52,227	53,742	55,259	56,771	58,288	61,319
2	51,036	52,551	54,065	55,582	57,097	58,612	61,644
3	52,966	54,511	56,028	57,543	59,059	60,574	63,605
4	55,428	56,944	58,457	59,974	61,487	63,004	66,035
5	57,859	59,376	60,891	62,405	63,921	65,437	68,468
6	60,290	61,806	63,320	64,838	66,352	67,868	70,898
7	62,722	64,237	65,751	67,266	68,782	70,297	73,328
8	65,637	67,153	68,669	70,185	71,700	73,214	76,246
9	68,069	69,584	71,100	72,615	74,131	75,648	78,676
10	72,931	74,445	75,961	77,477	78,993	80,509	83,538
11	79,090	80,604	82,120	83,636	85,152	86,666	89,698
12	82,590	84,104	85,620	87,136	88,652	90,166	93,198
13	85,408	86,926	88,442	89,957	91,473	92,987	96,020
14	90,408	91,926	93,442	94,957	96,473	97,987	101,020
15	95,920	97,504	99,091	100,676	102,260	103,846	107,015

**Longevity**

**At the completion of:**

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

**Appendix "A"**  
**Atlantic City Education Association**  
**2018-2019**  
**Salary Schedule**  
**Certified Teaching Personnel**

<u><b>Degree</b></u>	<u><b>BA</b></u>	<u><b>BA+15</b></u>	<u><b>BA+30</b></u>	<u><b>MA</b></u>	<u><b>MA+15</b></u>	<u><b>MA+30</b></u>	<u><b>DOC</b></u>
<u><b>STEP</b></u>							
1	51,219	52,750	54,280	55,811	57,338	58,871	61,933
2	51,546	53,077	54,606	56,137	57,688	59,198	62,261
3	53,526	55,056	56,588	58,118	59,649	61,180	64,241
4	55,982	57,513	59,042	60,574	62,102	63,634	66,695
5	58,438	59,969	61,500	63,029	64,560	66,092	69,152
6	60,893	62,424	63,954	65,486	67,015	68,547	71,607
7	63,349	64,879	66,409	67,939	69,470	71,000	74,061
8	66,294	67,825	69,355	70,887	72,417	73,946	77,008
9	68,750	70,280	71,811	73,342	74,872	76,404	79,463
10	73,661	75,190	76,720	78,252	79,783	81,314	84,374
11	79,881	81,411	82,941	84,472	86,004	87,533	90,595
12	83,416	84,946	86,476	88,007	89,539	91,068	94,130
13	86,262	87,795	89,326	90,856	92,388	93,917	96,980
14	91,312	92,845	94,376	95,906	97,438	98,967	102,030
15	96,879	98,479	100,082	101,683	103,282	104,884	108,086

**Longevity**

**At the completion of:**

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

**Appendix "B"**  
**Atlantic City Education Association**  
**2016-2019**  
**Salary Schedule**  
**Secretaries**

<u>Step</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
1	31,372	33,287	33,619
2	32,363	33,889	34,227
3	32,958	34,486	34,831
4	33,553	35,236	35,588
5	34,146	36,885	37,254
6	34,887	38,386	38,770
7	36,521	40,262	40,664
8	38,006	42,576	43,001
9	39,862	46,000	46,460
10	42,155	49,542	50,037
11	49,051	54,000	54,540
12	58,506	59,091	59,682
<b><u>Longevity</u></b>			
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  
2016-2019  
Salary Schedule  
Aides**

<b><u>Step</u></b>	<b><u>2016-2017</u></b>	<b><u>2017-2018</u></b>	<b><u>2018-2019</u></b>
1	16,439	16,603	16,769
2	16,681	16,848	17,016
3	16,922	17,091	17,262
4	17,165	17,337	17,510
5	18,044	18,224	18,407
6	18,921	19,110	19,301
7	19,803	20,001	20,201
8	20,683	20,890	21,099
9	21,563	21,779	21,996
10	22,443	22,667	22,894
11	23,325	23,558	23,794
12	25,258	25,511	25,766

**Longevity**

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  
2016-2019  
Salary Schedule  
Highly Qualified Aides**

<b><u>Step</u></b>	<b><u>2016-2017</u></b>	<b><u>2017-2018</u></b>	<b><u>2018-2019</u></b>
1	18,921	19,110	19,301
2	19,803	20,001	20,201
3	20,683	20,890	21,099
4	21,563	21,779	21,996
5	22,443	22,667	22,894
6	23,325	23,558	23,794
7	24,201	24,443	24,687
8	26,789	27,057	27,327
9	29,374	29,668	29,964
10	31,960	32,280	32,602
11	33,068	33,399	33,733
12	35,690	36,047	36,407

**Longevity**

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**  
**2016-2019**  
**Salary Schedule**  
**Safety Officers, Truancy Task Force and Mail Clerks**

<u>Step</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
1	25,564	26,270	26,533
2	26,010	26,721	26,988
3	26,456	27,171	27,443
4	26,902	27,621	27,898
5	27,348	28,094	28,375
6	27,816	28,652	28,938
7	28,368	30,237	30,540
8	29,938	30,635	30,942
9	30,332	31,747	32,065
10	31,433	34,523	34,868
11	34,181	36,764	37,132
12	38,619	39,005	39,395
<b><u>Longevity</u></b>			
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



**Appendix "E-1"**  
**Atlantic City Education Association**  
**2016-2019**  
**Central Office Salary Schedules**  
**Office Manager, Computerized Business Services, Bookkeepers,**  
**Health Benefits Clerk and Payroll Clerk**

<u>Step</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
1	47,517	48,874	49,363
2	48,390	50,066	50,566
3	49,571	50,900	51,409
4	50,396	52,325	52,848
5	51,807	53,747	54,284
6	53,215	56,191	56,753
7	55,635	59,109	59,700
8	58,524	61,892	62,511
9	61,279	64,744	65,391
10	64,103	68,743	69,430
11	68,062	70,776	71,484
12	72,089	72,810	73,538
<b><u>Longevity</u></b>			
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**  
**2016-2019**  
**Central Office Salary Schedules**  
**Senior Computer Operation and Hardware Technician**

<b><u>Step</u></b>	<b><u>2016-2017</u></b>	<b><u>2017-2018</u></b>	<b><u>2018-2019</u></b>
1	46,723	48,002	48,482
2	47,527	49,013	49,503
3	48,528	49,881	50,380
4	49,387	51,510	52,025
5	51,001	53,544	54,080
6	53,013	55,361	55,915
7	54,813	57,616	58,193
8	57,046	60,062	60,662
9	59,467	62,064	62,685
10	61,449	65,352	66,006
11	64,705	68,335	69,018
12	70,612	71,317	72,030

**Longevity**

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**  
**2016-2019**  
**Central Office Salary Schedules**  
**Computer Operator, Data Controller, Inventory Control**  
**and Computer Resource Specialist**

<u>Step</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
1	34,368	35,783	36,141
2	35,430	36,760	37,128
3	36,396	37,663	38,040
4	37,290	39,294	39,687
5	38,905	40,923	41,332
6	40,518	42,755	43,183
7	42,332	44,587	45,033
8	44,146	47,837	48,315
9	47,363	51,103	51,614
10	50,598	52,528	53,053
11	52,008	55,005	55,555
12	56,912	57,481	58,056
<b><u>Longevity</u></b>			
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 Board of Education**  
**2016-2019**  
**Salary Schedule**  
**Custodian**

<u>Step</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
1	31,757	33,273	33,606
2	32,349	33,872	34,211
3	32,944	34,621	34,967
4	33,537	35,445	35,799
5	34,278	36,233	36,595
6	35,094	37,332	37,705
7	35,874	37,872	38,251
8	36,961	38,647	39,033
9	37,497	41,529	41,944
10	38,264	45,500	45,955
11	41,118	49,500	49,995
12	54,450	54,995	55,544

**Longevity**

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 Board of Education**  
**2016-2019**  
**Salary Schedule**  
**Maintenance**

<u>Step</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
1	34,254	35,345	35,698
2	34,996	36,094	36,455
3	35,737	36,843	37,211
4	36,478	38,341	38,724
5	37,961	39,838	40,237
6	39,443	41,335	41,749
7	40,926	42,834	43,262
8	42,409	45,830	46,288
9	45,376	48,822	49,311
10	48,339	51,819	52,337
11	51,306	55,205	55,757
12	56,929	57,498	58,073

**Longevity**

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"**  
**Atlantic City Education Association**  
**EXTRA-CURRICULAR ACTIVITIES**  
**(Effective July 1, 2016)**

<b><u>ACTIVITY</u></b>	<b><u>2016-2019</u></b>
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
H. Lacrosse	5,422.11
A. Lacrosse	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
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Rowing Director / not Head Crew Coach  
Rowing Director / Head Crew Coach

6,582.35  
12,198.42

**APPENDIX "I"**

**Atlantic City Education Association  
EXTRA PAY FOR EXTRA SERVICES**

<u>ACTIVITY</u>	<u>2016-2019</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 Assistant Cheerleaders	1,125.45
Student Council	1,331.65
Student Council Assistant	665.82



## **APPENDIX “J”**

### **The Evaluation Process**

The evaluation process for the Atlantic City Board of Education shall be conducted in accordance with the statute, directives, regulations, policies and guidance from the New Jersey Department of Education.