

COLLECTIVE NEGOTIATIONS AGREEMENT

Between

The Atlantic City Board of Education

And

The Atlantic City Education Association

July 1, 2004 To June 30, 2007

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PREAMBLE

THIS AGREEMENT entered into December 14, 2004, by and between the BOARD OF EDUCATION OF ATLANTIC CITY, NEW JERSEY, hereinafter called the "Board", and the ATLANTIC CITY EDUCATION ASSOCIATION, hereinafter called the Association".

ARTICLE I

RECOGNITION

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

ARTICLE II

NEGOTIATIONS PROCEDURE

- 2.1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. The Association shall submit to the Board, on or about January of the year of the expiration date of this Agreement, its complete list of

demands. On or about February 15th, the Board and the Association shall begin negotiations on a successor Agreement. During the interim period, Association Officers shall be available to meet with the Board, the Superintendent, or the Assistant Superintendent of Human Resources, as needed, for the purpose of clarification of demands. Any Agreement so negotiated shall apply to all employees within the Bargaining Unit, be reduced to writing, be signed by the Board and the Association, and be submitted to the Board for adoption after ratification by the Association.

- 2.2 The Board agrees not to negotiate concerning said employees in the negotiating unit with any organization other than the Association for the duration of this Agreement. The Board and the Association also agree that all negotiations be conducted in private and that strict confidentiality be maintained by both parties. Nothing herein is to preclude either party from communicating with their respective members as to the progress and status of negotiations.
- 2.3 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- 2.4 Incident to negotiations, the Board will make available that information which is in the public domain and which is requested after reasonable notice by the Association.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 Definition

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

3.2 Procedure

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

- 3.2.1 A grievance to be considered under this procedure must be filed with a Board representative in writing twenty (20) calendar days from the time when the grievant knew or should have known of its occurrence.
- 3.2.2 The number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement in writing.
- 3.2.3 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.
- 3.2.4 Any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
- 3.2.5 The Association may initiate a grievance on behalf of a group of employees. If the grievance concerns a matter over which the Building Principal exercises control, the grievance shall be initiated on the Principal's level; otherwise, it may be initiated at the Superintendent's level. For grievances initiated for custodial employees, the grievance shall be first initiated at the Principal otherwise, it may be initiated on the Assistant Superintendent of Human Resources' level.

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

3.2.7 When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance, be notified by the Superintendent or the Assistant Superintendent 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 Assistant Superintendent 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 Assistant Superintendent 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 Assistant Superintendent 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 Assistant Superintendent 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 Assistant Superintendent 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 and conclusions in a written opinion and award, which shall be issued within thirty(30) days from the close of the hearing; An arbitrator's failure to act within the said thirty (30) day period shall not void his/her award. All pertinent documents shall be exchanged within fourteen (14) calendar days before the first scheduled hearing dates.
- 3.7 The arbitrator shall limit himself to the issue(s) submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The award of the arbitrator shall be binding.
- 3.8 The costs for the service of the arbitrator, including per diem expenses if any, actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- 3.9 In the event a grievance by a ten month employee is brought up for consideration at the end of a school year and if the Principal, as the case may require, is not available after the closing of school for procedures outlined in 3.3, the grievant may proceed directly to the procedure specified in paragraph 3.3.1 and "school days" shall read "calendar days", in which event Saturdays, Sundays and holidays shall not be counted in computing time.
- 3.10 All documents, communications, and records dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 3.11 All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

ARTICLE IV

DEDUCTIONS FROM SALARY

- 4.1 The Board agrees to deduct from the salary of its employees dues for the Atlantic City Education Association, the Atlantic County Council of Education Associations, the New Jersey Education Association and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, NJ. Public Laws of 1969 (N.J.S.A. 52:14.15.9 (c)) 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 waive all right and claim for monies so deducted and transmitted 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 the transmittal to the ABCO Public Employees Federal Credit Union.
 - 4.5.2 The Board agrees to deduct from the salaries of its employees such amounts as the employee involved legally authorizes for those tax sheltered annuity programs mutually agreed upon by the Board and the Association. Such deductions must be in accordance with both the rules and regulations of the selected program and of paragraphs 4.5.3 and 4.5.4.
 - 4.5.3 An employee may make a change in his/her authorized deduction no more than once during any school year. Enrollment in and termination from the fund may occur in accordance with the rules

of the fund.

- 4.5.4 There will be a maximum of nine (9) tax sheltered annuity companies that may be utilized by the employees; in order to be approved as one of those companies, at least twelve (12) such members of the bargaining unit must participate in the company.
- 4.5.5 Deductions shall be transmitted to the fund semimonthly by way of an electronic funds transfer no later than three (3) business days following the date of pay.
- 4.5.6 If administratively permissible, effective 2001-2002 the Board will make available electronic deposit of paychecks for all employees.

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 charge, he/she may submit a memorandum which will become part of the record.
- 5.6 Whenever any employee is required to appear before the Board or any committee members or representative thereof acting in official capacity concerning any matter which could adversely affect the continuation of that employee in his/her position, employment or salary or any increment pertaining thereto, then he/she shall be given prior written notice of the reason(s) for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- 5.7 The following provisions apply to all support personnel:
 - 5.7.1 In the event of the abolishment of a title or a reduction in the number of one or more employees within a title, seniority computed from the date of last continuous hire shall prevail. An employee designated as reduced in force may exercise his/her seniority to "bump" an employee within the same category with less seniority. Such "hump" must first be downward to the next lower paid classification according to title, and only if such is or becomes impossible may the employee

"bump" upward within his/her category.

Upon the effective date of the "bump" the employee exercising his/her right to "bump" shall receive the rate of pay for the title into which he has been bumped.

- 5.7.2 In the event that, within twelve (12) months of an employee layoff, a vacancy occurs in the same line of work from which the employee was laid off, and covered by this Agreement, a laid off employee shall be entitled to a one time recall thereto in order of seniority, provided the employee is qualified and able to perform the available work. The Board's obligation herein shall be to send a certified letter to the last known address of the employee. The employee must respond to the Board within seven (7) days of the receipt of the Board's letter.
- 5.8 Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiating and other legal concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by chapter 123, Public Laws 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any legal activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

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 Associations files in the president's room. If the president is not a teacher and/or does not have a room, the Board will endeavor, to the best of its ability, to provide a room within the building in which the president is located.

6.5 Representatives of the ACEA, of the NJEA, and of the NEA shall have the right to enter the schools and meet with employees during the employees' lunch period or after school to carry out appropriate Association business. Such business shall not interfere with the scheduled assignments of any employee. Representatives who enter the schools shall notify the principal or his/her designee of their presence prior to meeting with any employee or group of employees.

6.6 The Board shall provide a personal day bank for the Association of a maximum of nine (9) school days per school year to be used at the discretion of the Association for all Association business.

The Association must give forty-eight (48) hours' notice of its desire to use one or more of these nine (9) school days and such usage must be taken as a full day.

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

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

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

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

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

6.9 The Board agrees to allow:

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

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

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

6.9.4 The Association will notify the Board in writing by June 1st of the previous school year of the

names of Executive Committee members and members of the Representative Council. The Association will notify the Board during the month of September of the schedule of Association meetings held under this provision.

- 6.10 To the extent legally possible, the rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

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

- 7.5 Normally, all teachers in departmentalized situations shall be assured of a daily preparation period. Schools which were departmentalized in 1993-1994 shall be deemed to be departmentalized for purposes of determining the daily preparation period.
- 7.6 Preparation Period
- 7.6.1 Effective 2002-2003 All teachers in non-departmentalized situations shall be guaranteed two hundred (200) minutes for a weekly preparation period. All teachers in a non-departmentalized setting will be guaranteed a daily preparation time of no less than forty continuous minutes. Allowable uses of the preparation period is strictly limited to student-centered activities, including but not limited to lesson plan preparation, grading, and parent conferences/communications. Use of this preparation period for personal purposes is strictly prohibited. The preparation period may be reasonably scheduled at any time during the student school day by the Building Principal. Such time shall be scheduled over a normal five (5) day workweek. Nothing herein contained can be construed to provide a guarantee that any specific type or number of specialists shall be provided by the Board nor that the Board has waived its right to reduce the number of specialists or to abolish the position of specialists.
- 7.6.2 If the specific substitute required to replace a specific absent specialist cannot be secured, the Board will attempt to replace such specific substitute with an available, qualified specialist substitute from another discipline.
- 7.6.3 Specialists will be scheduled by the central office in an attempt to provide more equitable preparation time for all elementary teachers. The Association will provide input into the scheduling process.
- 7.6.4 Any teacher assigned to utilize a preparation period to substitute for an absent teacher shall be paid sixteen (\$16.00) per period effective September 1, 2001. 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 forty six dollars (\$46.00) for a half day or ninety two dollars (\$92.00) for a full day. If the time involved is less than a half day, the rate shall be eighteen (\$18.00) per hour for entire class coverage.
- 7.7 Except in the event of an emergency, on Fridays or on days preceding holidays or vacations, the teacher's day shall end five (5) minutes after the teacher's class is dismissed. If there is no teaching assignment during the last period, then five (5) minutes after the general student dismissal. For the purpose of this paragraph, "holidays and vacations" shall mean only those occurring at Thanksgiving, Christmas and Easter.
- 7.8 Guidance Counselors who are required by the Board to work during the summer shall be paid at the appropriate summer school rates under Article 13.3.
- 7.9 The time worked between July 1st of the preceding calendar and June 30th of the current year will be considered a work year for teacher/personnel only, all teachers and other ten month employees are required to work a maximum of one hundred and eighty-four (184) days. The maximum number of pupil contact days will be one hundred and eighty (180) days.
- 7.10 Any meeting or orientation days required which do not fall within the pupil school year shall precede or follow the pupil school year.
- 7.11 If teachers are required to continue beyond the students' school year to complete necessary end-of-the-year tasks, they may leave upon completion of those tasks and with the approval of the

Principal.

- 7.12 Telephones shall be installed on each floor of each school for use by the teaching staff.
- 7.13 Compensable Training Sessions
 - 7.13.1 Compensable training sessions shall be those designated by the Superintendent as Compensable Training Sessions (CTS), CTS shall not mean meetings or workshops as defined in Paragraph 7.3 and Paragraph 7.4
 - 7.13.2 Only participants selected by the Superintendent for participation shall be entitled to compensation for CTS.
 - 7.13.3 Employees who voluntarily participated in CTS without designation by the Superintendent shall not be entitled to compensation.
 - 7.13.4 Effective July 1, 2004 the rate will be one hundred twenty dollars (\$120.00).
 - 7.13.5 Each CTS will include a maximum of five (5) hours of actual training, exclusive of travel and meal time. Any additional time shall be paid at the summer school rate as established in Article 13.3 of this agreement.
 - 7.13.6 The Board will provide travel accommodations from a common site to any off-site location at which a CTS is conducted. Teachers will be responsible for providing their own lunch, except when funding is available from the Grant underlying the training program involved.
 - 7.13.7 The Board will provide the Association at least one (1) week written advance notice of all CTS's, whenever feasible. If such advanced notice is not feasible, notice will be provided to the Association simultaneously with the provision of notification to employees of the scheduling such training sessions.
- 7.14 Local Professional Development Committee
 - 7.14.1 Definition
Professional development includes district and individual professional development experiences, and other opportunities offered by a registered New Jersey provider. Goals and activities may be modified throughout the calendar year to meet emerging needs of the staff member.
 - 7.14.2 Local Professional Development Committee (LPDC)
The LPDC shall assess all district in-service programs in accordance with State regulations. All in-service Pursuant to the five year plan shall be eligible for continuing education credits.
- 7.15 Mentoring
 - 7.16.1 Mentoring for all first year novice teachers including special education will be implemented in accordance with state regulations. State funds will be allocated as required by the State regulations for each new alternate route teacher, each new traditionally prepared teacher and each new special education teacher, must be used to pay stipends to the mentor teachers, training, release time, or substitutes as permitted in the regulations. No novice teacher will be assessed mentoring fees.
- 7.17 The Board expressly reserves its prerogative to change the schedule in order to implement any changes in the instructional delivery system. However, the Board will notify the Association of any proposed change, at least thirty (30) days before the commencement of this new schedule.

ARTICLE VIII

TEACHER EVALUATION

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

without comment.

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

ARTICLE IX

COMPLAINT PROCEDURE

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

ARTICLE X

ASSOCIATION - ADMINISTRATION LIAISON

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

ARTICLE XI

VACANCIES

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

- 11.1.2 If a teaching staff vacancy occurs during the summer, a notice shall be posted in each building and a copy mailed to the Association President, and to the senior building representative of each building, provided that the Association notifies the Board of their official addresses.
- 11.2 Appointments to any teaching staff vacancy on a temporary or permanent basis shall be made at the sole, reasonable discretion of the Board.
- 11.2.1 When a person presently employed in the system is appointed on a temporary basis to fill a professional staff vacancy, he/she shall be paid the rate for the position retroactive to the first day he/she served in that position after he/she has completed thirty (30) continuous calendar days in that temporary appointment.
- 11.3 All positions for summer work, including curriculum work, shall be posted prior to Board appointment. Such posting shall include a job description and qualifications needed.
- 11.4.1 Teachers holding extracurricular positions as designated in Appendix "H" and Appendix "I" will submit a notice of intent to return to such position as follows:
Fall Sports before December 31st.
Winter sports before March 31st.
Spring sports before June 30th.
- Such letter of intent to return may be accepted at a later time if there is good reason for a delay and if late submission does not prejudice anyone else.
- 11.4.2 Within sixty (60) calendar days of receipt of the letter of intent, the Board shall notify the teacher of its intent not to continue the teacher in such position. The District's acknowledgement of receipt of the letter of intent will come from the Athletic Director. If the Board does not give such notice within sixty (60) calendar days of such letter of intent, the teacher shall be continued in the position.
- 11.4.3 If the Board does not continue the employee in the position, the employee may request a statement of reasons for the Board's action. Such request must be submitted within fourteen (14) days of receipt of notice of the Board's intent. The Board will respond, in writing, to the teacher's request for a statement of reasons within (30) calendar days of receipt of such request for the teacher.
- 11.4.4 In the instance where the Board is obligated to make an involuntary assignment to an extracurricular activity and the employee completes the assignment for one year, that employee will not be involuntarily reassigned for more than one (1) additional year beyond the initial assignment. Such involuntary assignments will be made in order of reverse/inverse district seniority.
- 11.4.5 Compensation for any new position shall be negotiated prior to the posting of the position.
- 11.5 Whenever a non-teaching vacancy occurs or when a new non-teaching position is created, a notice shall be distributed to all support staff employees a minimum of ten (10) calendar days prior to filling the vacancy. Para-professional employees interested in being considered for any posted support staff vacancy shall file a written request with the Superintendent, custodial employees shall make the same request with the Assistant Superintendent of Human Resources.
- 11.5.1 Other than the positions of Secretary to the Superintendent, Secretary to the Assistant Superintendent of Human Resources or Secretary to the Assistant Superintendent, all vacancies shall be posted.
- 11.6 When a person presently employed in the system is promoted within the bargaining unit, he/she

shall be placed immediately on scale.

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

ARTICLE XII

TEACHER EMPLOYMENT

- 12.1 Any teacher employed contractually at least five (5) continuous months of any school year shall be given full credit of one (1) year of service toward the next increment step for the next year.
- 12.1.1 For teachers hired after 6/30/01 initial placement on the salary guide shall be determined between the Board and the individual teacher. Such placement on the guide shall not be arbitrary and capricious. Credit for military experience only shall not exceed four (4) years.
- 12.2 Previously accumulated unused leave days shall be restored to all rehired teaching personnel.
- 12.3 Teachers shall be notified of contract status for the ensuing year no later than May 15. Teachers shall be notified of their salary status within three (3) weeks of ratification of this Agreement by both parties.
- 12.4 The Board shall make adjustments to salary for only graduate educational credits earned beyond the last degree acquired. In order to receive credit for courses taken, the employee must be in an approved certification, masters or doctoral program in an educational field. For credits earned and presented prior to September 1 of the contract year, adjustments will be made on September 1; for credits earned and presented prior to January 1 of the contract year, adjustments will be made on January 1. Any teacher who has received, prior to January 1, 1998, credit for non-graduate courses shall not forfeit that credit.
- 12.5 The Board and a committee of teachers agree to develop criteria for a Self Defense/Anti-Violence Workshop. This workshop shall not cause any expense to the Board for the attendance and participation of any staff.

ARTICLE XIII

SALARIES

- 13.1 Salaries
- 13.1.1 Effective either July 1, 2004 (for twelve (12) month employees) or September 1, 2004 (for ten (10) month employees), the salaries for all teachers covered by this Agreement are set forth in Appendix A except that teachers who are "alternate route" teachers hired after November 1, 2001 shall receive a salary as separately set forth in Appendix A. For "alternate route" teachers hired

after November 1, 2001, the dollar differential between the corresponding salaries for "alternate route" and traditional route teacher shall be paid as a bonus to that alternate route teacher if and only if the teacher acquires tenure and remains in the school district for two additional years. Upon reaching tenure the "alternate route" teacher shall be paid in accordance with the traditional route salary schedule.

- 13.1.2 Effective either July 1 or September 1, 2004, 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, 2004, the salaries for all aides covered by this Agreement are set forth in Appendix C.
- 13.1.4 Effective either July 1 or September 1, 2004, 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, 2004, the salaries for all central office employees covered by this Agreement are set forth in Appendix E.
- 13.1.6 Effective either July 1 or September 1, 2004, 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, 2004, the salaries for all maintenance employees covered by this Agreement are set forth in Appendix G.
- 13.1.8 The compensation rates for Extra-Curricular Activities-Coaches effective for the duration of the Agreement are set forth in Appendix H.
- 13.1.9 The compensation rates for Extra pay for Extra Services effective for the duration of the Agreement are as set forth in Appendix I.
- 13.1.10 Any activity involving pay must be approved by the Superintendent in writing prior to the start of such activity.
- 13.1.11 Separate checks will be provided for all yearlong extra-curricular compensation with one-half (1/2) of the total compensation being paid on February 1 of each year, the remainder being paid with the last pay in June of each year.
- 13.2 Longevity shall be paid to employees according to the schedule contained in the appropriate salary Appendix for each classification of employee. In order for the first year of employment to be counted towards longevity, twelve month employees must be hired prior to January and ten month employees must be hired prior to February and be eligible to receive a salary increment for the following year.

Except for the payment of services after the 24th and 29th years only continuous service in the Atlantic City School District will qualify as a longevity payment for service. Employees hired after 7/01/01 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, 2004 - \$41.70 per hour

- 13.3.1 The hourly rate for summer instructional aides shall be \$15.00.

- 13.4 For teachers only, evening school and home tuition pay shall be paid by a check separate from base pay.
- 13.5 The learning disability specialists, psychologists, speech therapists, and social workers shall receive compensation of four hundred and seventy-five dollars (\$475.00) in addition to their salary as established by the appropriate salary scale.
- 13.5.1 The above-mentioned compensation shall not be applicable to any person in the above categories whose initial contract became effective on or after July 1, 1978.

13.6 Retirement Bonus

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

- 13.6.1 The employee must notify the Superintendent eight (8) months prior to the employee's retirement date.
- 13.6.2 If the employee fails to notify the Superintendent eight (8) months prior to the employee's retirement date, the employee shall receive his/her retirement bonus the first school year subsequent to the school year in which he/she retires.
- 13.6.3 All retirement bonuses shall be computed by determining the employee's regular accumulated sick leave days as of the retirement date. That figure shall be multiplied by eighty-five dollars (\$85.00) for teachers and seventy-five dollars (\$75.00) for all other employees and the resulting sum up to a maximum of fifteen thousand dollars (\$15,000) shall be the individual employee's retirement bonus.
- 13.6.4 Retirement bonuses shall be payable to an employee's estate, if the employee has met the above service requirement but has died prior to actual retirement.
- 13.7 Teacher Substitute Calls: All teacher substitute calls shall be taken by the Principal who shall transmit them to the secretary designated by the Principal and who shall then make all calls to substitutes from the secretary's home in the morning prior to the start of the school day. The secretary who performs the task shall be paid as follows:

Elementary buildings (24 or less teachers)	\$350.00 per year
Elementary buildings (24 or more teachers)	\$450.00 per year
High School	\$1350.00 per year

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

- 13.8.1 For support personnel only, any ten-month employee continuously employed for five (5) months (inclusive of probationary period) of any school year to the closing of that school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Any twelve-month employee continuously employed for six (6) months (inclusive of probationary period) of any school year to the closing of that school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
- 13.9 Non-teaching employees of the bargaining unit shall receive two hundred ninety (\$290.00) 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 two hundred ninety (\$290.00) for a total of five hundred eighty (\$580.00) 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 dollars (\$600.00) in 2004-2007
- 13.12.2 A certified pool operator shall receive:
Six hundred dollars (\$600-00) in 2004-2007

ARTICLE XIV

TEACHER ASSIGNMENT

- 14.1 Normally by June 1 of each year, teachers shall be notified by the appropriate administrator of their teaching assignments for the coming year.
- 14.2 In the event that changes are made by the appropriate administrator in such proposed teaching assignments, the teacher affected shall be notified promptly.
- 14.3 Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel after reporting to their first school of the day, and submitting a voucher. The rate of pay for mileage shall be equal to that paid by the State of New Jersey.

ARTICLE XV

TEACHER TRANSFERS AND REASSIGNMENTS

- 15.1 By May 1 of each school year, the Superintendent, or his designee, shall mail to the Association and have posted in all school buildings, a list of the known teaching vacancies which shall occur during the following year.
- 15.2 Normally, teachers who desire a change in grade and/or assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent with a copy to the principals concerned no later than May 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred in order of preference.
- 15.3 As soon as is practicable, the Superintendent, or his/her designee, shall notify the Association regarding the names of all teachers who have been reassigned or transferred.
- 15.4 In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be considered. However, all such transfers or reassignments shall be made at the reasonable discretion of the Board. No teacher shall be required to re-apply for his/her job.
- 15.5 Notice of any pending involuntary transfer or reassignment shall be given to the teacher as soon as is practicable and normally not later than May 15. The teacher involved may request and have a meeting with the Superintendent or his designee to discuss the transfer.

ARTICLE XVI

INSURANCE COVERAGE

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

under an alternate health insurance plan.

- 16.6.3 All withdrawals shall be for a full year (July 1 through June 30) Written notification of an employee's intent to elect this withdrawal option must be filed with the Board prior to July 1. Employees may either reelect the option of withdrawal during each re-opener period or elect to reenroll in the insurance plan(s) offered by the district.
- 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 reenroll 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 reenrolled 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 1/2) 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 1/2) 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 days 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 employee's accumulated sick leave.

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

- 18.1.1 Employees shall be permitted to attend class reunions if such attendance necessitates absence during a school day. Employees shall be permitted to attend commencement exercises for their own graduation or for the graduation of their spouse or children provided arrangements are made in writing with the Superintendent of Schools at least one week in advance. If such absence is not taken under the provisions of 18.1, such absence shall cause a deduction of the amount of a substitute's pay.
- 18.2 An employee shall be granted up to five (5) consecutive calendar days (exclusive of weekends) for death in the immediate family. One (1) of the said days must be the day of the funeral. "Immediate family" shall be defined as mother, father, brother, sister, husband, wife, child, mother-in-law, father-in-law, grandparent, grandchild, legal guardian, or any other person domiciled in the same household as the employee. If, in the judgement of the Superintendent, circumstances warrant, the Superintendent may grant additional leave.
- 18.3 Jury Duty Leave - Time as necessary to perform jury duty will be granted if required to do so. Any employee serving on jury duty shall receive their full salary, less the amount of any jury duty pay, for the time served, provided that ten (10) month employees must first request to postpone their service to the summer months. The Board may require proof of such request, and have an opportunity to request such postponement on behalf of the employee. If, after such request is made by the Board, and the jury duty still is not postponed, the Board shall provide pay as outlined above.
- 18.4 A committee of five (5) custodial personnel employees mutually selected by the Business Administrator and the Association shall be permitted to attend the New Jersey Education Association Convention held annually in Atlantic City.
- 18.5 The Board shall grant up to two (2) days each school year for each of two (2) para-professional representatives of the Association to attend NJEA workshops or normal structured seminar studies conducted by Rutgers, the State University if the following conditions are met: the request for such leave must be made to the appropriate supervisor and his/her approval secured in advance. Such approval shall not be unreasonably withheld by the supervisor.

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 Fullbright 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 teachers immediate family. Additional leave for this purpose may be granted at the sole discretion of the Board.
- 19.5 Upon returning from leave granted pursuant to Sections 19.3 and 19.4, a teacher shall be considered as if he/she had been actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. A teacher shall not receive increment credit for time spent on other leaves granted pursuant to this Article.
- 19.6 Unused accumulated sick leave and credit toward sabbatical eligibility shall be restored to the teacher upon his/her return from leave granted pursuant to this Article. He/she shall be assigned to the same position which he/she held at the time said leave commenced if available; if not, to a substantially equivalent position.
- 19.7 All applications and responses for leaves shall be presented in writing on forms provided.

ARTICLE XX

TUITION REIMBURSEMENT

- 20.1 For teachers only, the Superintendent or designee shall only approve reimbursement courses taken if the teacher submits a written request for such approval within ten (10) calendar days of the first class meeting and if the course meets one of the following criteria:
- 20.1.1 The teacher must be a matriculate in a program to an advance degree in the field of education; or
- 20.1.2 Taking courses necessary for certification in a specific field of education; or
- 20.1.3 Taking courses for professional improvement directly related to the subject or subject area currently being taught by the teacher.
- 20.2 Courses must be taken for graduate credit or approved equivalent and be given by an accredited four (4) year college or university.
- 20.3 All teachers newly employed will become eligible for tuition reimbursement after the completion of three (3) school years of continuous employment in the district and the issuance of a fourth contract for continuous employment. Such reimbursement shall apply only to those courses completed after the completion of the three (3) school years period noted above.
- 20.4 Tuition reimbursement shall be made on the following conditions:
- (a) One hundred percent (100%) of course expenses for a grade of "B" or better.
- (b) No reimbursement shall occur for any course grade of a "C" or less.

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

the following dates: 11/1, 3/1 and 8/1.

- 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 Support staff members will be reimbursed for all tuition and fees up to nine (9) credits per semester at the Rowan University per credit rate plus all applicable fees, provided the following conditions are met:
 - (i) Payments will be made for undergraduate college or university or other institution which grants credits for application to a degree.
- 20.8 The Board shall encourage teacher training through the Reading Recovery Program. The board shall absorb the entire cost of the teacher participation provided:
 - (a) The teacher successfully completes the program;
 - (b) The teacher remains in the employ of the school district for at least two school years after the completion of the program; and
 - (c) The teacher signs a written guarantee that if the above conditions are not complied with the cost of the program shall be reimbursed by the employee within thirty days from the program completion date.
 - (d) In the event the teacher fails to comply with the above three conditions, the Board is authorized to deduct the cost of the program through payroll deduction spread over one calendar year or to seek reimbursement under the written guarantee.

ARTICLE XXI

SUPPORT PERSONNEL WORK YEAR

- 21.1 For all twelve (12) Month employees, the time worked between July 1st of the preceding calendar year and June 30th of the current calendar year will be considered a work year and will be the base period for the calculation of the vacation pay for the current calendar year.
- 21.2 All support staff employees shall have year round use of accrued vacation time, subject to the approval of the supervisor and Superintendent Vacation shall be granted based upon the following:
 - 21.2.1 For all twelve (12) month employees, vacations shall be as follows:
 - a. Upon completion of the first year of contractual employment, one (1) day per month to a maximum of ten (10) working days.
 - b. From the completion of one (1) year of continuous employment to the completion of the sixth (6th) year, ten (10) working days.
 - c. From the beginning of the seventh (7th) year of continuous employment to the completion of the tenth (10th) year, fifteen (15) working days.

- d. After the beginning of the eleventh (11th) year of continuous employment, twenty (20) working days.

For custodial employees, the scheduled time for vacations shall be mutually agreed upon between the employees, and the Assistant Superintendent of Human Resources or his/her designee.

- 21.2.2 Vacation allowance for para-professional employees is based upon time worked in the Atlantic City school system and calendar years worked in a ten-month position shall be treated as a twelve-month year for the purpose of having vacation allowance.
- 21.2.3 Only in the event the Administration requests a member of the bargaining unit to forgo a vacation may such employee carry over such vacation time for one (1) additional work year.
- 21.3 Holidays - Twelve (12) month custodians, maintenance workers, groundskeepers, and safety officers
- 21.3.1 All 12 month custodians, maintenance workers, groundskeepers twelve month safety officers shall be entitled to the following holidays with pay on which they are not required to work:

- July 4
- Labor Day
- Election Day (it schools are closed)
- Veteran's Day
- Thanksgiving Day
- December 24 (1/2 day of work)
- December 25
- December 31 (1/2 day of work)
- 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)

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

ARTICLE XXII

SUPPORT PERSONNEL HOURS AND SCHEDULE

- 22.1 The workweek for custodial, groundskeepers, maintenance and twelve month security employees shall consist of forty (40) hours, excluding lunch. The Board may assign a Saturday or Sunday as a regular workweek without requiring the payment of any additional compensation. In no event is the Board required to pay any overtime premium unless required by the Fair Labor Standards Act, or Article 21.3.2.
- 22.2 Any leaves taken that require either an early departure or a late reporting after reporting to work shall not result in credit for a full days pay, unless the Assistant Superintendent of Operations consents in writing.
- 22.3 All custodial, groundskeepers, and maintenance employees shall, on those Jewish Holidays that children are not in school, work from 8:00 a.m. to 12:00 noon and shall eat lunch thereafter.
- 22.4 Custodial and Twelve Month Security Work Shifts:
- 22.4.1 Upon establishment of new shifts, all positions available on the new shifts shall be posted for ten (10) working days. Employees wishing to be transferred to a new shift shall be assigned first. If there are more employees requesting the assignment than there are positions, the selection of employees to be assigned to the posted shift shall be based on seniority in the district. In the event that not enough employees request the transfer, then the Board may assign employees to the new shifts based upon reverse seniority (lowest seniority to highest).
- 22.4.2 For custodial and twelve month security a (A) "shift premium" shall be paid, only (if the shift commences after 3:00 p.m. for the "third" shift. The shift premium is one thousand three hundred (\$1300.00) for the school years 2004-2007
- 22.5 Overtime for maintenance shop/employee shall be equitably distributed among those employees, except if a special skill is required.
- 22.6 The workday for para-professional employees shall be seven (7) hours exclusive of lunch.
- 22.6.1 The Superintendent shall designate for all employees which one hundred and eighty (180) workdays shall be seven (7) hour workdays plus the one-half (1/2) or one (1) hour lunch period as scheduled. The remaining four (4) workdays, which may be less than few (4) at the sole discretion of the Superintendent, of the work year shall be one (1) hour less.

The work day for safety officers during the regular school year shall be reasonably scheduled by the Superintendent or designee and will not exceed eight (8) hours inclusive, of a one half (1/2) hour lunch.

22.7 Duty-Free Lunch

Para-professional employees shall receive a daily duty-free lunch period as follows:

Secretaries - One (1) hour per day except where Building Principal and secretary have agreed to one-half (1/2) hour. Safety officers (High School - one-half (1/2) hour.

22.8 The hours and rates of pay for summer school safety officers shall be:

First Shift (7:00 a.m. - 3:00 p.m.): (\$85.00)

Second Shift (3:00 p.m. - 11:30 p.m.): (\$95.00)

Any personnel that are assigned for a four (4) hour shift shall only receive a per diem of \$65.00.

The Second Shift personnel shall be responsible for the closing and securing of the building at the conclusion of their shift.

- 22.9 On scheduled half days prior to Thanksgiving, Christmas and Easter, school secretaries may leave at 1:15 p.m. and administration building employees may leave at 1:30 p.m.
- 22.9.1 No member of the bargaining unit shall be in a classroom for more than one-half (1/2) of a school day without a certified professional being present.
- 22.10 Any necessary overtime must be approved in advance by the Superintendent or designee.
- 22.11.1 Overtime shall be paid only after the completion of forty (40) hours in any scheduled workweek. The overtime rate of pay shall be the normal rate of pay plus a fifty-percent (50%) overtime premium.
- 22.12 When schools are closed due to severe inclement weather, custodial employees shall telephone the Business Administrator or his/her designee.
- 22.13 The Board expressly reserves its prerogative to change the schedule. However, Board will notify the Association of any proposed change, at least thirty (30) days before the commencement of this new schedule.
- 22.14 Custodians shall perform the tasks assigned by the Building principal or the Business Administrator that are consistent with their job description. Such tasks include, but are not limited to repairs and maintenance work of a minor nature that would normally not require any specialized training.
- 22.15 In the event that the Board exercises its prerogative to privatize custodial/maintenance function, it shall give the Association four (4) months advance notice by way of a resolution. The notice must be received by the Association at least four (4) months prior to the resolution accepting any proposals from the successful vendor.

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

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

ARTICLE XXIII

EMPLOYMENT PROCEDURES

- 23.1 All newly hired support staff employees shall be required to serve a probationary period of ninety (90) consecutive calendar days, during which time their employment may be terminated at the will of the Board and no grievance may be filed. During the probationary period, employees shall be provided health benefits pursuant to the carrier's regulations, but no other contractual benefits will be provided. However, the Board will abide by N.J.S.A. 18A with respect to sick leave benefits. The Board may set a hiring rate for probationary employees. Upon satisfactory completion of said probationary period, an employee shall be issued an employment contract, and all time worked from the initial date of hire shall be counted toward seniority, increment credit and for pension purposes.

- 23.1.1 It is specifically understood that the Board shall retain the right to hire substitute or temporary custodians, in its discretion, for the purpose of replacing staff members on leave.
- 23.2 The Assistant Superintendent of Human Resources may, in his/her sole discretion, grant credit greater than that itemized in this paragraph if the circumstances make such excess necessary.
- 23.3 On Fridays, school secretaries may leave at 3:00 p.m.
- 23.4 In the event that changes in assignment are made by the appropriate administrator, the employee affected shall be notified promptly.
- 23.5 Support staff employees who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Assistant Superintendent of Human Resources with a copy to the principals concerned no later than May 1.
- 23.6 For custodial employees, as soon as is practicable, the Assistant Superintendent of Operations or his/her designee shall notify the Association regarding the names of all employees who have been reassigned or transferred. For all other employees, the Superintendent or his/her designee shall be responsible for notification pursuant to this paragraph.
- 23.7 In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be considered. However, all such transfers or reassignments shall be made at the sole discretion of the Board.
- 23.8 All support staff employees shall be notified of their contract and salary status for the ensuing year by June 30 or upon completion of negotiations for a new or changed collective bargaining Agreement, whichever Shall come later.
- 23.9 Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.

ARTICLE XXIV

REDUCTION IN RANK OR JOB CLASSIFICATION

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

ARTICLE XXV

JOB SECURITY

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

ARTICLE XXVI

SUPPORT PERSONNEL EVALUATION

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

ARTICLE XXVII

COMPLAINT PROCEDURE

- 27.1 Any complaint considered serious by the administration or Assistant Superintendent 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 test securing the proper purchase order.
- 28.4 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then said provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 28.5 The Board and the Association shall each pay one-half (1/2) of the cost of the final printing of the number of copies mutually agreed upon of this contract agreement in the form mutually agreed upon.
- 28.6 Any reduction in force and subsequent recall shall be in accordance with the prevailing law of the State of New Jersey and applicable guidelines, rules and regulations of the Board of Education of the State of New Jersey. Consultation with the Association shall take place in advance of effectuating any reduction in force.
- 28.7 Standardized tests given at the discretion of the administration shall be machine scored when facilities are available for such scoring.
- 28.8 A standard procedure for teachers to report absences shall be established throughout the district Teachers will not be required to provide their own substitutes.
- 28.9 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement have been applied to all employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, and shall continue to be still applicable during the term of this Agreement.
- 28.10 Any individual contract between the Board and an individual employee, hereto for or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement if any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
- 28.11 Whenever any notices are required to be given by either of the parties to this Agreement to the other, pursuant to the Provisions of this Agreement, either party shall do so by telegram or

registered letter at the following address:

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

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

ARTICLE XXIX

REPRESENTATION FEE

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

29.1.1 A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.

29.1.2 A statement that the Association has established a "demand and return System" In accordance with the requirements of N.J.S.A. 34:13A-5.4.

29.1.3 A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

29.1.4 A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

29.2 Beginning with the first full pay period in November, the Board will commence deductions from salaries of such teachers in accordance with Paragraph 29.3 below, of the full amount of the representation fee and will promptly send the amount so deducted to the Association.

29.3 Payroll Deduction Schedule

The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the membership year in question

The deductions will begin with the first paychecks:

a. In November; or

b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

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 decreed to be a waiver thereof.

ARTICLE XXXI

DURATION OF AGREEMENT

This Agreement shall take effect as of July 1, 2004 and shall remain in full force and effect until June 30, 2007.

FOR THE ASSOCIATION

FOR THE BOARD

- 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, 2004 and shall remain in full force and effect until June 30, 2007.

FOR THE ASSOCIATION

FOR THE BOARD

APPENDIX "A"

**SALARY SCHEDULE
CERTIFIED TEACHING PERSONNEL**

2004-2005

Salary Guide

Step	BA	B+15	B+30	MA	M+15	M+30	DOC
1	41,969	43,238	44,509	45,780	47,050	48,321	50,862
2	42,240	43,511	44,781	46,052	47,322	48,592	51,133
3	42,512	43,783	45,054	46,324	47,593	48,864	51,405
4	42,784	44,055	45,324	46,595	47,866	49,136	51,677
5	44,428	45,698	46,969	48,239	49,510	50,780	53,322
6	46,466	47,737	49,006	50,277	51,547	52,817	55,359
7	48,505	49,776	51,046	52,316	53,587	54,857	57,398
8	50,543	51,813	53,083	54,354	55,624	56,895	59,435
9	52,580	53,852	55,121	56,391	57,662	58,932	61,473
10	55,026	56,296	57,567	58,837	60,108	61,378	63,919
11	57,064	58,334	59,604	60,875	62,145	63,416	65,957
12	61,140	62,410	63,680	64,951	66,221	67,492	70,032
13	66,303	67,572	68,843	70,113	71,384	72,654	75,196
14	71,601	72,871	74,142	75,412	76,683	77,953	80,495
15	76,900	78,170	79,441	80,711	81,982	83,252	85,794

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

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

LONGEVITY

At the completion of:

10 Years	+ \$	511
17 Years	+	1065
20 Years	+	2661
21 Years	+	1330
22 Years	+	1330
24 Years	+	1996
29 Years	<u>±</u>	<u>1330</u>
Total	\$	10223

2005-2006

Salary Guide

Step	BA	BA+15	B+30	MA	M+15	M+30	DOC
1	42,851	44,146	45,444	46,741	48,038	49,336	51,930
2	43,127	44,425	45,721	47,019	48,316	49,613	52,206
3	43,405	44,702	46,000	47,297	48,592	49,890	52,485
4	43,682	44,980	46,276	47,574	48,871	50,167	52,762
5	45,361	46,658	47,955	49,252	50,550	51,847	54,441
6	47,441	48,739	50,035	51,333	52,630	53,927	56,521
7	49,523	50,821	52,118	53,415	54,713	56,009	58,603
8	51,604	52,901	54,198	55,495	56,792	58,090	60,684
9	53,685	54,983	56,278	57,575	58,873	60,170	62,764
10	56,181	57,478	58,776	60,073	61,371	62,667	65,261
11	58,262	59,559	60,856	62,153	63,450	64,748	67,342
12	62,423	63,720	65,017	66,315	67,612	68,910	71,503
13	67,695	68,991	70,289	71,585	72,883	74,180	76,775
14	73,104	74,401	75,699	76,996	78,294	79,590	82,185
15	78,515	79,811	81,109	82,406	83,704	85,001	87,595

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

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

LONGEVITY

At the completion of:

10 Years	+ \$	521
17 Years	+	1087
20 Years	+	2717
21 Years	+	1358
22 Years	+	1358
24 Years	+	2038

29 Years		+	<u>1358</u>
Total		\$	<u>10438</u>

2006-2007

Salary Guide

Step	BA	BA+15	B+30	MA	M+15	M+30	DOC
1	43,750	45,073	46,399	47,723	49,047	50,372	53,021
2	44,032	45,358	46,682	48,007	49,331	50,655	53,303
3	44,317	45,641	46,966	48,290	49,613	50,938	53,587
4	44,600	45,925	47,248	48,573	49,897	51,221	53,870
5	46,313	47,637	48,962	50,287	51,612	52,936	55,585
6	48,438	49,763	51,086	52,411	53,735	55,059	57,708
7	50,563	51,888	53,212	54,536	55,861	57,186	59,834
8	52,688	54,012	55,336	56,661	57,985	59,310	61,958
9	54,812	56,137	57,460	58,784	60,109	61,433	64,082
10	57,361	58,685	60,010	61,334	62,659	63,983	66,631
11	59,486	60,810	62,134	63,459	64,783	66,108	68,756
12	63,734	65,058	66,382	67,707	69,032	70,357	73,005
13	69,117	70,440	71,765	73,089	74,414	75,738	78,387
14	74,639	75,964	77,289	78,613	79,938	81,262	83,911
15	80,163	81,487	82,813	84,137	85,462	86,786	89,435

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

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

LONGEVITY

At the completion of:

10 Years		+	\$ 532
17 Years		+	1110
20 Years		+	2774
21 Years		+	1387
22 Years		+	1387
24 Years		+	2081
29 Years		+	<u>1387</u>
Total		\$	<u>10657</u>

SALARY SCHEDULE
ALTERNATE ROUTE TEACHING PERSONNEL

2004-2005

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
1	37772	38914	40058	41202	42345	43488	45775
2	38016	39159	40302	41446	42589	43732	46019
3	38260	39404	40548	41691	42833	43977	46264

2005-2006

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>DOC</u>
1	38565	39731	40899	42066	43234	44402	46737
2	38814	39982	41148	42317	43484	44651	46985
3	39064	40231	41400	42567	43732	44901	47236

2006-2007

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>DOC</u>
1	39375	40565	41759	42950	44142	45334	47718
2	39628	40822	42013	43206	44397	45589	47972
3	39885	41076	42269	43461	44651	45844	48228

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

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

APPENDIX "B"

**ATLANTIC CITY EDUCATION ASSOCIATION
SECRETARIES SALARY SCHEDULES - 2004-2007**

<u>STEP</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	26900	27465	28042
2	27403	27978	28566
3	27906	28492	29090
4	28409	29006	29615
5	28911	29518	30138
6	29540	30160	30793
7	30922	31571	32234
8	32180	32856	33546
9	33751	34460	35184
10	35692	36442	37207
11	41531	42403	43294
12	47372	48367	49383

Longevity:

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
At 10 Years	+511	+521	+532
At 15 Years	+466	+475	+485
At 20 Years	+599	+612	+625
Total	\$1576	\$1608	\$1642

APPENDIX "C"

**ATLANTIC CITY EDUCATION ASSOCIATION
AIDES SALARY SCHEDULE 2004-2007**

<u>STEP</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	13021	13294	13573

2	13225	13503	13786
3	13429	13711	13999
4	13633	13920	14212
5	14379	14681	14989
6	15123	15441	15765
7	15868	16202	16542
8	16614	16963	17319
9	17358	17723	18095
10	18103	18484	18872
11	18849	19245	19649
12	19593	20004	20425

Longevity

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
At 10 Years	+511	+521	+532
At 15 Years	+466	+475	+485
At 20 Years	+599	+612	+625
Total	\$1575	\$1608	\$1642

APPENDIX "D"

ATLANTIC CITY EDUCATION ASSOCIATION
SAFETY OFFICERS, TRUANCY TASK FORCE, AND MAIL CLERKS
SALARY SCHEDULES - 2004-2007

<u>STEP</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	21645	22100	22564
2	22023	22485	22958
3	22401	22871	23351
4	22777	23256	23744
5	23155	23642	24138
6	23552	24047	24552
7	24020	24524	25039
8	25349	25882	26425
9	25682	26222	26772
10	26613	27172	27743
11	28941	29549	30170
12	31271	31928	32598

Longevity

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
At 10 Years	+511	+521	+532
At 15 Years	+1463	+1494	+1525
At 17 Years	+1596	+1629	+1664
At 20 Years	+666	+680	+694
Total	\$4235	\$4324	\$4415

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

APPENDIX "E-1"

ATLANTIC CITY EDUCATION ASSOCIATION

CENTRAL OFFICE SALARY SCHEDULES

2004-2007

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

STEP	2004-05	2005-06	2006-07
1	40,233	41,077	41,940
2	40,972	41,832	42,711
3	41,970	42,852	43,752
4	42,670	43,566	44,481
5	43,865	44,786	45,727
6	45,058	46,004	46,970
7	47,107	48,096	49,106
8	49,552	50,593	51,655
9	51,885	52,975	54,087
10	54,276	55,416	56,580
11	57,628	58,838	60,074
12	58,372	59,597	60,849

Longevity:

At 10 Years	+511	+521	+532
At 15 Years	+466	+475	+485
At 20 Years	+599	+612	+625
Total	\$1575	\$1608	\$1642

APPENDIX "E-2"

ATLANTIC CITY EDUCATION ASSOCIATION

CENTRAL OFFICE SALARY SCHEDULES

2004-2007

Senior Computer Operation and Hardware Technician

STEP	2004-05	2005-06	2006-07
1	39,562	40,393	41,241
2	40,241	41,086	41,949
3	41,088	41,951	42,832
4	41,816	42,694	43,591
5	43,181	44,088	45,014
6	44,887	45,830	46,792
7	46,411	47,385	48,380
8	48,301	49,316	50,351
9	50,351	51,408	52,488
10	52,030	53,123	54,238
11	54,786	55,936	57,111
12	57,175	58,376	59,602

Longevity

At 10 Years	+511	+521	+532
At 15 Years	+466	+475	+485
At 20 Years	+599	+612	+625
Total	\$1575	\$1608	\$1642

APPENDIX "E-3"

ATLANTIC CITY EDUCATION ASSOCIATION

CENTRAL OFFICE SALARY SCHEDULES

2004-2007

Computer Operator, Data Controller and
Computer Resource Specialist

STEP	2004-05	2005-06	2006-07
1	29,100	29,711	30,335
2	29,998	30,628	31,271
3	30,817	31,464	32,125
4	31,574	32,237	32,914
5	32,941	33,632	34,339
6	34,306	35,026	35,762
7	35,843	36,596	37,364
8	37,379	38,164	38,965
9	40,103	40,945	41,805
10	42,841	43,741	44,659
11	44,035	44,959	45,904
12	46,083	47,051	48,039

Longevity:

At 10 Years	+511	+521	+532
At 15 Years	+466	+475	+485
At 20 Years	+599	+612	+625
Total	\$1575	\$1608	\$1642

APPENDIX "F"

ATLANTIC CITY EDUCATION ASSOCIATION
CUSTODIAN SALARY SCHEDULES - 2004-2007

<u>STEP</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	26,889	27,454	28,030
2	27,390	27,966	28,553
3	27,893	28,478	29,076
4	28,396	28,992	29,601
5	29,023	29,632	30,255
6	29,714	30,338	30,975
7	30,375	31,013	31,664
8	31,296	31,953	32,624
9	31,749	32,416	33,096
10	32,399	33,080	33,774

11	34,814	35,545	36,292
12	44,088	45,014	45,959

Longevity

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
At 10 Years	+731	+746	+762
At 15 Years	+731	+746	+762
At 20 Years	+1063	+1085	+1108
Total	\$2525	\$2578	\$2632

APPENDIX "G"

**ATLANTIC CITY EDUCATION ASSOCIATION
MAINTENANCE SALARY SCHEDULES - 2004-2007**

<u>STEP</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	29,004	29,613	30,234
2	29,630	30,253	30,888
3	30,258	30,894	31,543
4	30,886	31,535	32,197
5	32,142	32,817	33,506
6	33,397	34,098	34,814
7	34,653	35,380	36,123
8	35,909	36,663	37,433
9	38,419	39,226	40,050
10	40,930	41,789	42,667
11	43,442	44,354	45,285
12	46,096	47,064	48,052

Longevity

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
At 10 Years	+1328	+1356	+1385
At 15 Years	+797	+814	+831
At Years	+1063	+1085	+1108
At Years	+2259	+2307	+2355
Total	\$5448	\$5562	\$5679

APPENDIX "H"

**EXTRA -CURRICULAR ACTIVITIES
(Effective July 1, 2004)**

<u>ACTIVITY</u>	<u>2004-2007</u>
H. Baseball	5,092.33
A. Baseball	3,400.82
H. Basketball B&G	6,648.31
J.V. Basketball B&G	4,031.43
Frosh Basketball	4,031.43
H. Crew B&G	5,092.33
A. Crew B&G	3,394.88

H. Cross Country B&G	4,808.96
H. Field Hockey	4,808.96
A. Field Hockey	2,970.51
H. Football	6,648.31
A. Football (7)	4,102.16
H. Golf	4,808.96
H. Soccer	4,808.96
A. Soccer	3,400.82
H. Softball	5,092.33
A. Softball (2)	3,400.82
H. Swimming	5,092.33
A. Swimming	3,400.82
H. Tennis B&G	4,808.96
A. Tennis G	2,970.51
H. Track B&G	4,808.96
A. Track B&G	2,970.51
Faculty Adv. (Football)	1,548.35
Athletic Acad. Adv.	1,685.42
H. Winter Track	4,808.96
A. Winter Track	2,970.51
<u>Grades 7 and 8:</u>	
H. Basketball B&G	2,996.59
A. Basketball B&G	1,804.06
Cheerleading (Fall)	801.12
Cheerleading (Winter)	1,248.32
H. Volleyball	2,041.81
Intramurals	706.95
Weight Training(Spring)	3,400.82
Weight training (Winter)	4,031.43

All remaining positions will be paid at 2/5ths of the amount of the comparable High School position.

Athletic Trainer	10,712.00
Rowing Director/not Head Crew Coach	5,838.00
Rowing Director/Head Crew Coach	10,819.00

APPENDIX "I"

EXTRA PAY FOR EXTRA SERVICES

<u>ACTIVITY</u>	<u>2004-2007</u>
Band Director	5,975.55
Associate Band Director	3,649.51
Band Auxiliary	2,078.08
Orchestra Director	869.95
Vocal Music Director	4,158.75
Accompanist	695.95
Drama Director	2,510.80
Make-Up	693.13
Costumes	693.13
Choreographer	693.13
Stage Production	943.82
Stage Crafts	943.82

Bulletin	1,902.54
<u>Cheerleaders:</u>	-
Fall	1,607.29
Winter	2,495.47
Yearbook	2,495.47
School Paper	1,735.13
<u>Class Advisors:</u>	-
Senior	1,640.08
Assistant	1,209.98
Junior	1,209.98
Assistant	693.13
Sophomore	693.13
Assistant	523.39
Freshman	693.13
Assistant	523.38
Graduation Advisor	827.48
Assistant	474.10
Arista:	
Advisor	827.49
Assistant	474.10
<u>Chaperones:</u>	-
Full Day or Overnight	827.49
Per Event	69.43
All Approved H.S. Clubs	1,216.49
<i>All Approved H.S. Clubs asst</i>	<i>608.24</i>
<i>Elementary Clubs</i>	<i>706.95</i>

APPENDIX "J"

ATLANTIC CITY PUBLIC SCHOOLS Office Of Curriculum and Instruction

Supervisory Action Plan

The Evaluation Process

1. Annual Review of Professional Improvement Plan

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

2. Supervisory Schedule

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

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

activities.

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

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

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

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

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

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

3. **Pre-Observation Review**

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

- a. aspects of the current Professional Improvement Plan
- b. previous evaluations
- c. lesson plans

- d. teacher-made materials
- e. student test results
- f. Instructional management systems
- g. other Instructional artifacts

4. **The Pre-Observation Conference**

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

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

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

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

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

- (1) What do you plan too teach during the period?
- (2) What should the student know or be able to do as a result of this instruction?
- (3) What factors were considered in selecting content for this lesson?
- (4) How have you determined that students are ready for this lesson?
- (5) What influences the quantity of content to be taught in this period?
- (6) How is the content related to previous and/or future lessons?
- (7) What elements of content will be emphasized in the lesson?
- (8) Why have these materials been selected?
- (9) What preparation of materials is required prior to the beginning of the lesson?

- (10) What plans have you made for managing materials during the instruction?
- (11) What activities will be included in this lesson and for what purposes?
- (12) How will you conduct each of these activities?
- (13) What is the sequence of activities to be used in this lesson?
- (14) How will the class be organized for instructional activities?
- (15) How will you determine that the intended learning has taken place?
- (16) How does the evaluation of this lesson fit into the overall evaluation of student progress?

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

5. The Observation/Evaluation

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

Explanation of Ratings

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

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

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

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

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

6. The Post-Observation/Evaluation Conference

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

The post-conference is to be a professional experience when evaluators review the evaluation with

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

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

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

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

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

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

EMPLOYER: ATLANTIC CITY BOARD OF EDUCATION

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

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

OPEN ENROLLMENT PERIOD: September 1st to September 30th of each plan Year.

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

COVERAGE FOR CURRENT EMPLOYEE DEPENDENTS (Incl. Children to Age 23) IS:
***Contributory * Non-Contributory

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

COVERAGE FOR NEW EMPLOYEE DEPENDENTS (Incl. Children to Age 23) IS:
* Contributory *** Non-Contributory

THE FOLLOWING BENEFITS ARE PROVIDED:

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

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

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

SCHEDULE OF BENEFITS

1. BASIC MEDICAL BENEFITS

Hospital Benefits

- | | | |
|-----|--|---|
| (a) | Daily and Board | Up to the Hospital average charge for semi-private accommodations |
| (b) | Intensive Care Unit | 2 1/2 times the Hospital's average charge for semi-private accommodations |
| (c) | Maximum Number of Days and Physician Visits In use of Mental and Nervous Disorders | 30 days |
| | In all other cases | 120 days |
| (d) | Other Charges | 100% |

Comprehensive Medical Benefits

- | | | |
|-----|-----------------------------|-------|
| (a) | Surgical | 100% |
| (b) | Anesthesia | 100% |
| (c) | X-Ray Therapy | \$500 |
| (d) | Outpatient X-Ray | \$125 |
| (e) | Outpatient Laboratory | \$50 |
| (f) | Outpatient Physical Therapy | \$50 |

- | | |
|-----------------------------|---|
| Supplemental Accident | 100% of expenses incurred with 48 hours |
| Extended Care Facility | 30 days each admission |
| Home Health Care Agency | 60 visits |
| Well Baby Care | Scheduled Allowance |
| Mutual Physical Examination | Scheduled Allowance |

2. MAJOR MEDICAL BENEFITS

Deductible:

\$ 200 per person per benefit year, but not more than two per family in one benefit year.

Co-Payment Factors;

For Cases of Mental or Nervous Disorder 20 % of Covered Charges

For All Other Conditions 20 % of the first \$2,000 after the Deductible; then 100% of Covered Charges

Maximum Benefit

For Mental and Nervous Disorders:

Each Benefit Year	\$10,000
Each Individual's Lifetime	\$20,000

For All Other Conditions:

Each Benefit Year	\$1,000,000
Each Individual's Lifetime	\$1,000,000

NOTES:

- (1) Maximum Benefit limitations for Mental and Nervous Disorders shall be included in the Maximum Benefit for All Other Conditions.
- (2) A Second Surgical Opinion is mandatory for non-emergency elective procedures. Benefit reduction of 20% for non-compliance will apply; not to exceed \$500.
- (3) Inpatient benefits require pre-certification approval prior to non-emergency admission. An admission of an emergency basis must be certified within 48 hours. All inpatient benefits are subject to Utilization Review and Continued Stay Review approval. Benefit reduction of 20% for non-compliance will apply; not to exceed \$500.
- (4) The maximum Co-payment shall not exceed \$400 for each two family members.

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

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

4. DENTAL BENEFITS

A. Maximum Benefit

For all services, except Orthodontics	\$	<u>1,000</u>
For Orthodontics, if included in Plan	\$	<u>800</u>

B. Co-Payment Factors

Preventive and Diagnostic Services	<u>-5%</u>
Extractions and Restorative Services	<u>-5%</u>
Endodontics, Periodontics and Oral Surgery	<u>-5%</u>
Orthodontics	<u>50%</u>

C. Deductible

\$ 0 deductible (maximum 0 per family). It shall not apply to Preventive and Diagnostic Services, nor to Orthodontics.

5. REVISED VISION BENEFITS PROGRAM EFFECTIVE FEBRUARY 1, 2002 SERVICE FREQUENCY:

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

100% employer paid with no co-pay

BENEFITS FROM AN IN-NETWORK PROVIDER

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

BENEFITS FROM A NON-NETWORK PROVIDER

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

SERVICES BY A PARTICIPATING PROVIDER:

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

SERVICES BY A NON-PARTICIPATING PROVIDER:

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

ELIGIBILITY:

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

BENEFIT WAITING PERIOD:

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

AMOUNT OF MONTHLY BENEFIT:

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

SEE REVERSE SIDE FOR COVERAGE DETAILS

INCLUDE THIS SUMMARY OUTLINE IN YOUR BENEFITS BOOKLET.

BASIC MEDICAL BENEFITS

Benefits are payable for Covered Charges of a Hospital, Physician or Provider, if they are incurred while you are in eligible participant.

1. Hospital

Benefits are payable for charges of a Hospital if they are incurred while you are confined to the institution. These charges must be due to an accidental injury or sickness covered by these benefits. The confinement must begin while you are covered. Coverage includes newborn nursery charges after birth of an eligible dependent child.

2. Inpatient Rehabilitation Institution

You will be paid for the institution's daily room and board charge for each day of confinement. Payment will be made up to the number of Hospital days shown in the Schedule of Benefits.

Also, you will be paid for the Institution's Other Charges. These charges (other than the Institution's charges for surgery or diagnostic x-ray and laboratory services) must be incurred during a period of confinement for which room and board benefits are payable.

You will be paid the Institution's charges for treatment of Alcoholism or Drug Abuse on the same basis as for any other charges.

3. Ambulatory Care or Birthing Center

You will be paid for the Center's charges for services and supplies due to surgery or obstetrics which would have been payable if done in a Hospital. Charges for a related cause made by the

Center and by the Hospital will be combined.

Two or More Confinements are treated 25 separate periods of confinement, if they are due to unrelated cause. If they are due to related causes, they are created as separate periods of confinement if,

in your case, they are separated by your return to active work; or,

in the case of your Dependent, they are separated by at least three consecutive months,

SUPPLEMENTAL ACCIDENT BENEFITS

Benefits are payable if you sustain an accidental injury covered by these benefits and incur any charges listed below within 48 hours of the accident. The injury must occur while you are covered for these benefits, and include charges for:

Hospital Room and Board and other covered services and supplies.

X-rays and laboratory

Made by or ordered by a Physician for diagnosis, treatment and surgery.

COMPREHENSIVE MEDICAL BENEFITS

Benefits are payable for Physician's fees or for charges incurred for services or supplies ordered by a Physician, Covered Charges include:

in-hospital general medical services and intensive care,

in-hospital newborn well baby care, other than consultation.

anesthesiologic services in a Hospital provided not rendered by an assistant to the Physician performing the service or by an employee of the Hospital.

in-hospital consultations with a specialist qualified in the field in which consulted, but not more than one consultation in each special field per hospital confinement,

maternity care, including pre-natal and post-natal care, delivery, caesarean section, extra-uterine pregnancies, miscarriages and other terminations of pregnancies for any insured female, provided that the pregnancy terminates while the female is insured under the Plan.

outpatient radiological and nuclear medicine therapy,

diagnostic X-ray and laboratory procedures, including Hospital pre-admission testing.

care for psychiatric illness when the care is rendered in a general or psychiatric Hospital to an inpatient by a psychiatrist or psychologist.

shock therapy administration in or out of a Hospital,

surgical, X-ray and laboratory procedures,

dental treatment related to the extraction of bony impacted molars or impacted bicuspids,

dental treatment or oral surgery due to accidental injury or cancer of the mouth, if medically

necessary and performed in a Hospital. But Hospital admission for any other dental service is eligible only if medically necessary.

HOME HEALTH CARE AGENCY BENEFITS

Benefits are payable for charges made by a Home Health Agency for home health services. These services must be rendered while you are covered for these benefits and must, be due to in accidental injury or sickness covered by these benefits. A Physician must prescribe these services in place of Hospital services.

The amount paid for all Home Health Care visits on each of the first three days of Home Health Care services shall not exceed the daily Hospital room and board benefit provided by the Plan during the period of prior confinement. The amount paid for all Home Health Care visits on each subsequent day of the Home Health Care services shall not exceed one half the daily Hospital room and board benefit provided by the Plan during the period of prior confinement.

Charges for Home Health Care services shall be limited to the usual and customary charges for such services. Benefit shall not be payable if no charge is normally made for a service.

Benefits will not be paid for services of a person who resides in your home or is a member of your family; or for custodial care, consisting of services and supplies which are designed essentially to assist you in meeting the activities of daily living and which do not entail or require the attention of professional health care personnel.

Covered charges include:

- nursing charge (furnished by or under the supervision of a registered nurse);
- physical therapy;
- occupational therapy;
- medical social work;
- nutrition services;
- speech therapy;
- Home Health aide services;
- medical appliances and equipment, drugs and medications, laboratory services and special meals, to the extent such items and services would have been covered under the Plan if you had been in a Hospital; any diagnostic or therapeutic service, including surgical services, performed in a Hospital outpatient department, a physician's office or any other licensed care facility, provided such service would have been covered performed as an inpatient Hospital

Home Health Care Plan means a program for care and treatment established by a Physician in collaboration with a Home Health Care provider. The Home Health Care Plan shall be established within 14 days following the commencement of Home Health Care and shall be reviewed each 30 days by the responsible Physician who must certify that continuing confinement in Hospital, convalescent home, or skilled nursing facility would have been required if Home Health Care services were not provided. Such Physician may not be related to or own Home Health Care provider by either ownership or contract.

Home Health Care provider means a licensed Home Health Care Agency which is certified to participate as a Home Health Agency under Title XVIII of the Social Security Act, or a proprietary agency licensed by the Commissioner of Health.

Period of Home Health services means a period that begins within 14 days after the date of discharge from confinement in a Hospital convalescent home, or skilled nursing facility for the same or related cause, and the confinement was for at least 3 days and began while you were covered under the Plan. The Period ends on the date the attending Physician terminates services, but no later than the 60th visit during a 61 day period following Hospital Discharge.

Each visit by a member of a Home Health Care team shall be considered as one Home Health Care visit.

Home Health Care services shall be furnished on a part-time and intermittent basis, except when full-time of 24-hour services are needed on a short-term basis, as directed by the Physician.

The duration shall be limited to the period that Hospital confinement would have been required, had Home Health Care benefits not been provided. Services must be furnished to you in your home and must be for the same or related condition for which you were confined.

EXTENDED CARE FACILITY BENEFITS

Benefits are payable for charges while confined in an Extended Care Facility. The attending Physician must certify that 24 hour care is medically necessary, and must obtain approval for the services from the Plan Administrator.

Covered charges include the Facility's daily room and board and other charges for each day of confinement, up to the average daily rate for its semi-private rooms, not to exceed 30 days duration, to begin within 14 days following an approved hospital stay of at least three days.

Charges are not covered if they are billed by the Facility for rest care, custodial care, diet therapy, occupational therapy, physician's fees or nursing fees.

PHYSICAL EXAMINATION

During each Benefit Year as defined the following are provided, and may be conducted with any Doctor of your choice. The following are the only eligible services, and must be performed collectively within thirty days at a total cost not to exceed \$250.

SCHEDULE OF MAXIMUM ALLOWANCES

- Medical History
- Chest X-Ray
- EKG
- Visual Acuity including Refraction
- Tonometry (Glaucoma detection)
- Complete Blood Count
- Urine Analysis
- Sugar, Blood Tolerance
- G.I. Series
- Rectal (Proctosigmoidoscopy)
- PAP Test
- Mammography
- Cholesterol Level
- Lipoprotein Level
- Triglycerides Level
- Stress EKG

WELL BABY CARE

Benefits are payable up to six Pediatric visits per year for general and preventative Medical care, including immunizations for eligible dependent children up to 6 years of age.

MAJOR MEDICAL BENEFITS

Benefits are payable for Covered Charges incurred while you are an eligible participant. They must be due to an accidental injury or sickness and include charges:

Made by a Hospital for room and board, medical supplies and non-professional services including Intensive Care room charges.

Made by an ambulatory care or birthing center for surgery or obstetrics that would have been payable if done in a Hospital.

Made by an inpatient Rehabilitation Institution for room and board of treatment of alcoholism or drug abuse.

Made by a Physician for diagnosis, treatment and surgery,

For medically necessary private nursing made by

- (a) a Registered Nurse (R.N.), or
- (b) a Licensed Practical Nurse (L.P.N), while not confined in a Hospital, up to a limit of 60 days in any one benefit year, if ordered by a physician and approved by the Plan Administrator.

For prosthetic appliances to replace a limb or organ, if the appliance is the first one or a replacement due to pathological changes or normal growth, including casts, splints, trusses, braces and crutches,

For the use of radium and radioactive isotopes, rental of wheel chairs, Hospital beds and equipment to give oxygen, rental of an iron lung or other mechanical equipment to treat respiratory paralysis. If the cost of the rental of equipment exceeds the cost of the purchase price of the equipment, the cost of purchasing the equipment shall be considered the Covered Charge if approved by the Plan Administrator.

For local ambulance service, medication surgical dressing, blood and blood plasma for which a charge is made, x-ray service, laboratory tests, oxygen and its administration, anesthetics and their administration and physiotherapy.

Eligible injectable drugs, which by law require a prescription for use outside a Hospital, except insulin.

For the dental treatment listed below:

- (a) dental treatment related to the extraction of bony impacted molars or impacted bicuspid.
- (b) dental treatment or oral surgery due to accidental injury or cancer of the mouth, if medically necessary.
- (c) the surgical extraction of impacted wisdom teeth.

You will be paid for Covered Charges incurred by you in a Benefit Year which exceed the Basic Benefits Deductibles shown in the Schedule of Benefits. You will then be paid at the Co-payment Rate shown in the Schedule of Benefits. Expenses incurred in the Last three months of a Benefit Year used to meet the Deductible for that year will count toward the Deductible for the next year.

If two or more Members in a family are in the same accident, only one Deductible will apply to all Covered Charges for all such members due to that accident for that benefit year, and again in the next year. Deductibles for other claims will be reduced by the charges used toward the common accident Deductible.

Charges Not Covered:

Weak, strained, flat, unstable, or imbalance foot or for a *** (unless for an open cutting operation), or for one or more corns, calluses or toenails (unless for removal of part or all of one or more nail toots or treatment of a metabolic or peripheral vascular disease).

An examination to determine the need for or change of eyeglasses or for hearing aids or their fitting.
Routine care of a healthy newborn infant, except Nursery charges following the birth of a newborn child,
Charges you would not be required to pay if there were no coverage under this Plan.

Health exams, routine physicals or related services of a preventative or maintenance care nature not required for the treatment of an injury or sickness.

Vitamins or nutritional supplements.

Private duty nursing unless determined as medically necessary.

Aftercare rendered by any person other than the Physician who performed the procedure.

Services rendered in connection with diagnosis, treatment or prevention when hospitalized called primarily for bed rest, rest cures, custodial or sanitarium care.

Eye surgery such as radial keratotomy to correct myopia, hyperopia, or astigmatism.

Eye glasses or lenses of any type except initial replacement for loss of the natural lens.

Treatment for Temporomandibular Joint Disorder in excess of a Lifetime Maximum of \$2,500, which includes benefits payable under the Basic Medical Benefits section of the Plan.

Prescription drugs, if covered as a separate Benefit.

PRESCRIPTION DRUG BENEFITS

Benefits are payable for provider's charges incurred for drugs while you are an eligible participant. They must be by prescription order issued due to in accidental injury or sickness covered by these Benefits. You will be paid the provider's charges for each prescribed drug which exceeds the Drug Deductible shown in the Schedule of Benefits. A prescription order is an order issued by a Physician for prescription drugs, written in the name of the person for whom it is prescribed, and including in authorized refill of that order.

Covered charges include:

Non-injectable legend drugs

Insulin and disposable insulin needles and syringes

Tretinoin for individual through the age of 25 years

Compounded medication, in which at least one ingredient is a prescription legend drug.

Any drug which under applicable state law may only be dispensed upon the written prescription of a Physician or other lawful prescriber.

Charges not covered:

Contraceptive drugs, unless specified in the Plan,

Contraceptive devices,

Tretinoin for individuals 26 years of age or older,

Injectable drugs, except insulin,

Charges for the administration or injection, of any drug,

Therapeutic devices or appliances, including needles, syringes, support garments and other non-medicinal substances, except those listed above,

Prescriptions which you are entitled to receive under any Worker's Compensation Law,

Drugs labeled "Caution-limited by federal law to investigational use", or experimental drugs,

Immunization agents, biological sera, blood or blond plasma.

Medication which is to be taken by or administered to an individual, in whole or part, while he or she is a patient in a licensed hospital, rest home, sanitarium, extended care facility, convalescent hospital nursing home or similar institution which operates on its premises, or allows to be operated on its premises, a facility for dispensing pharmaceuticals.

Any prescription refilled in excess of the number specified by the physician, or any refill dispenses after one year from the physician's original order.

DENTAL BENEFITS

Dental claims will be paid by Delta Dental Plan of New Jersey, Inc., a not-for-profit service corporation created by the dental profession. It now has approximately 90% of New Jersey's licensed, practicing dentists as participating members.

You may choose any fully licensed dentist to render necessary services. Participating Dentists will be paid directly by Delta to the extent that services are covered by the contract. Non-participating Dentists will bill you directly, and Delta will make payment directly to you. Maximum benefit may be derived by utilizing the services of a Participating Dentist.

SCHEDULE OF SERVICES

Subject to deductible and co-payments, Delta will pay for charges by a licensed dentist for the following services, when necessary and customary, as determined by the standards of generally accepted dental practice.

PREVENTATIVE & DIAGNOSTIC SERVICES

Diagnostic -Procedures such as examinations and x-rays, to assist the dentist in evaluating the existing conditions to determine the required dental treatment. Examinations are allowable twice in a twelve (12) month period.

Preventive-Procedures to assist in preventing oral disease including: Prophylaxis twice in a twelve (12) month period. Topical application of fluoride solutions to age 19; Space maintainers.

REMAINING BASIC SERVICES

Oral Surgery-Procedures for extractions and other oral surgery including pre-and post-operative

care. General anesthesia when administered by a dentist in conjunction with oral surgery performed by a dentist.

Restorative-Procedures for treatment of carious lesions with amalgam, composite, porcelain or plastic restorations; sealants.

Endodontics-Procedures for pulpal therapy and root canal filling.

Periodontics-Procedures for treatment of the tissues supporting the teeth.

Emergency Care-Necessary palliative treatment for minor dental pain.

CROWNS, INLAYS & GOLD RESTORATIONS

Crowns, inlays and gold restorations will be provided when teeth cannot be restored with the above materials.

PROSTHODONTIC BENEFITS

Procedures for construction of bridges, partial and complete dentures and repair of existing prosthetic appliances.

ORTHODONTIC BENEFITS (if Included)

Procedures performed involving the use of an orthodontic appliance for treatment of malalignment and/or jaws which significantly interferes with their functions.

LIMITATIONS

X-Rays: Complete mouth x-rays are provided only once in a three year period, unless special need is shown. Supplementary bite-wing x-rays are provided not more than twice in a twelve month period.

Crowns, Inlays and Gold Restorations: Replacement will be made only after five years have elapsed following any prior provision of crowns, inlays or gold restorations under any program.

Prosthodontics: Prosthodontic appliances will be replaced only after five years have elapsed following any prior provision of such appliances under any dental program. Replacement will be made of a prosthodontic appliance not provided under a dental program only if it is unsatisfactory and cannot be made satisfactory.

OPTIONAL SERVICES

In all cases in which you select a more expensive plan of treatment than is customarily provided, Delta will pay the applicable percentage of the lesser fee. You must pay the remainder of the dentist's fee.

Crowns, Inlays and Gold Restorations will be provided only when teeth cannot be restored adequately by using amalgam, porcelain, plastic or composite restorations.

Dentures: Delta will provide a standard cast chrome or acrylic denture. If, in the construction of the denture, the patient and the dentist decide on personalized restorations or employ specialized techniques as opposed to standard procedures, Delta will allow an appropriate amount for the standard denture toward such treatment, and you must bear the difference in cost.

Occlusions: You will allow the cost of restorations required to replace missing teeth. Procedures, appliances or restorations necessary to increase vertical dimension and/or restore or maintain the occlusion are considered optional, and the cost is your responsibility. Such procedures include, but

are not limited to, equilibration, periodontal splinting, restoration of tooth structure lost from attrition and restoration for malalignment of the teeth.

Restorations: Composite restorations will be allowed on anterior teeth only. An allowance for amalgam restorations will be made on posterior teeth.

Delta shall not be obligated to make payment for treatment plans submitted more than one year after the date of rendition of the service.

SERVICES NOT COVERED

Services for injuries or conditions which are compensable under Workers Compensation or Employers' Liability Laws; services which are provided to the eligible patient by any Federal or State Government Agency or are provided without cost to the eligible patient by any municipality, county or other political subdivision. Services with respect to congenital or development malformations (including TMJ), cosmetic surgery and dentistry for purely cosmetic reasons

Prescribed drugs, analgesics.
Experimental procedures.
Oral hygiene instruction.
Services performed prior to effective date of coverage.
Services to correct minor tooth movement.
Charges for hospitalization, including hospital visits.
Broken appointments.
Laboratory rests.

METHOD OF PAYMENT

- A. Delta's Participating dentists will be Paid based upon the less, of:
The Dentist's charged fee,
The Dentist's filed fee with Delta,
Delta's allowance for usual, customary and reasonable fees.

When services are performed by participating dentists, payment is made to the dentist.

- B. Non-participating dentists will be paid based upon the lesser of:
The Dentist's charged fee.
Delta's allowance for the prevailing fee.

When services are performed by non participating dentists, payment is made to you.

- C. Out-of-State dentists will be paid based upon the lesser of:
The Dentist's charged fee,
Delta's allowance for usual, customary and reasonable fees.

When services are performed by out-of-state dentists, payment is made to you.

PROCEDURES RECOMMENDED FOR PREDETERMINATION

Procedures which should be predetermined are: crowns (except stainless steel), gold restorations (inlays or onlays), space maintainers, root canal therapy, periodonties (treatment of the gums), oral surgery (other than simple extractions), bridges and dentures (full or partial).

CLAIMS AND APPEAL PROCEDURE

Delta will notify you if any services are denied, in whole or in part, stating the reason(s) for the denial on a copy of the Notification of Payment which will be sent to you. Within 60 days after receipt of a notice of denial, you may make a written request for review of such denial by addressing your request to Delta Dental Plan of New Jersey, Inc., Benefit Services Department, 299 Cherry Hill Road, Parsippany, N.J. 07054. You must state the reason(s) you believe Delta should reconsider its determination of benefits. Before making a formal written request for review you are encouraged to discuss your claim with your Benefits Department.

Delta shall make a full and fair review of your request for reevaluation and may require additional documents as it deems necessary or desirable in making such a review. Certain requests may be referred to one of Delta's regional consultants or to a Delta review committee. Unless referral to a review committee is required or other unusual circumstances arise, you should receive a decision on your request for review, in writing, within 30 days but no longer than 120 days after Delta receives your request.

USUAL, CUSTOMARY AND REASONABLE FEES

Payment for benefits under your Usual, Customary and Reasonable Fee Program is based upon the pre-filed fees of the Participating Dentist.

An important concept of Delta administration is to review:

- the fees charged by the participating dentist, ensuring that they do not exceed Usual, Customary and Reasonable fees,
- the dental services to be provided, thus promoting a quality of dental care consistent with prevailing standards of dental practice.

HOW TO USE YOUR PROGRAM

Visit your own dentist. If you do not have a dentist, there is a directory available at the Benefits Department listing participating dentists.

During your FIRST appointment, tell your dentist that you are covered under this Delta Dental Program. Give him your Group's name, its Delta Group number, and your Social Security Number.

Your dentist will perform an examination and submit a treatment planning form to Delta, if necessary, to determine how much of the charge will be your responsibility. Before treatment is started be sure you discuss with your dentist the total amount of his fee.

Most dentists in New Jersey are familiar with Delta and have the necessary treatment planning forms in their offices. If your dentist does not have the Delta form or has any questions, he may contact:

Delta Dental Plan Of New Jersey, Inc,
P.O. Box 222, Parsippany, N.J. 07054
Phone (201) 334-8109

GENERAL INFORMATION

BECOMING ELIGIBLE(Employees)

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

does not apply to retired employees if they are covered under your Plan.

BECOMING ELIGIBLE (Dependents)

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

BECOMING COVERED (Employees)

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

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

BECOMING COVERED (Dependents)

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

DEFINITIONS:

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

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

or licensed by the state in which it is located under a program that meets minimum standards of care. Those standards must be at least equal to those prescribed by the Joint Commission on Accreditation of Hospitals.

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

Benefit Year January 1st to December 31st inclusive.

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

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

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

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

Inpatient Rehabilitation Institution: A legally constituted and accredited institution (other than a Hospital) established to care for and treat those who need inpatient medical care due to alcoholism or drug abuse. The institution must have permanent facilities on the premises for inpatient medical care, and twenty-four hour nursing care supervised by a Registered Nurse (R.N.). It must keep daily medical records on all patients. It does not include an institution or part of one, used mainly for rest care, nursing care, care of the aged, or custodial care.

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

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

A licensed physician.

A dental surgeon licensed to perform surgery.

A podiatrist (chiropractor) licensed to practice podiatry (chiropractic).

A chiropractor licensed to practice chiropractic medicine.

- A naturopath licensed to practice naturopathy.
- An optometrist licensed to practice optometry.
- A psychologist licensed to practice psychology.
- A licensed or certified nurse-midwife, if the nurse-midwife is also a registered nurse.
- A licensed or certified licensed physician's assistant.
- A licensed or certified physical therapist.

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

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

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

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

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

MATERNITY BENEFITS

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

PRE-EXISTING CONDITIONS

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

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

TERMINATION OF YOUR INSURANCE

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

TERMINATION OF DEPENDENTS COVERAGE

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

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

GENERAL LIMITATIONS AND EXCLUSIONS

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

- Physicians' charges in excess of the usual and customary fees for services rendered or supplies furnished;
- Unauthorized private room accommodations and charges of a personal nature;
- Charges for blood which has been replaced;
- Services and supplies to the extent they are provided under any governmental plan or law (except Medicaid), or Medicare, or Under any Plan in which you are or could be covered, whether or not you assert your right to obtain any of these coverages and/or present claim for payment;
- Anything not ordered by a Physician or not necessary for medical care, or which is educational in nature;
- Expenses incurred during confinement in a U.S. Governmental Hospital or for anything furnished by or for the U.S. Government;
- Cosmetic surgery, unless incidental to an accident occurring while you are insured or for breast reconstruction following a mastectomy or for congenital anomaly;
- Services rendered by you, your spouse, your child, brother, sister or parent of you or your spouse;
- Charges in relation to an occupational accident or disease or which are provided under Worker's Compensation or similar law, regardless of whether or not you assert your right to obtain any of the benefits and/or present claim for payment there under;
- Medical services not performed or recommended by a Physician as defined in this Plan;
- Experimental drugs, medicines, treatments, procedures and therapies. A drug or medicine will be considered experimental if at the time it is provided, it is not commercially available and approved for general use by the United States Food and Drug Administration as effective for treatment for the condition for which the charge is made. The approval must not be on a limited or an experimental basis. A treatment, procedure or therapy will be considered experimental if at the time it is provided or performed, it is not considered effective for the treatment or diagnosis Treatment for the reduction of weight obesity. This does not apply to medical treatment of a body organ and causes a life threatening health problem;

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

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

A pre-existing condition as defined in the Plan;

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

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

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

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

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

MEDICAL NECESSITY

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

CLAIMS

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

SUBROGATION

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

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

LEGAL PROCEEDINGS

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

SECOND SURGICAL OPINION

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

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

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

COORDINATION OF PLAN BENEFITS

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

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

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

- Medical benefits coverage in automobile policies.

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

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

after those of the other plan and may be reduced because of the other plan's benefits.

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

RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION

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

FACILITY OF PAYMENT

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

RIGHT OF RECOVERY

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

APPEAL FROM A DENIAL OF BENEFITS

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

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

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

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

EXTENSION OF BENEFITS

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

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

CONVERSION PRIVILEGES

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

ORDER OF BENEFIT DETERMINATION RULES

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

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

COBRA CONTINUATION PROVISIONS REQUIRED BY FEDERAL LEGISLATION

You may continue health coverage for yourself and your Dependents for up to 18 months it would otherwise end due to termination of your employment for any reason other than gross misconduct or reduction in your hours of work.

You may continue coverage for yourself and Your Dependents for up to 29 months if it would otherwise end due to termination of your employment due to Social Security Administration approval of Disability.

Your Dependents may continue their health coverage for up to 36 months after it would otherwise end due to:

- Your death;
- Divorce or legal separation;

Your becoming eligible for Medicare; or
Your Dependent child no longer being eligible under the terms of the Plan.

You or your Dependent must:

Elect this continued coverage within 60 days of the date insurance would end or you receive notice of your right to continue whichever is late and Pay all required costs monthly, in advance, to your employer.

The coverage continuance will become effective from the date benefits would otherwise have terminated and, the first monthly billing, in advance, shall be due on that effective date.

You are required to notify the Plan Administrator within 30 days after a Dependent's coverage would end due to divorce or legal separation or due to a Dependent child no longer being eligible.

This coverage continuance will end on the earliest of the following dates:

- The end of the last period for which the coverage has been paid;
- The date the Group Plan terminates;
- The date you or your Dependent become covered under any group health plan;
- The date the Dependent spouse becomes covered under another group health plan;
- The date you or your Dependent become eligible for Medicare;
- The end of a period of 18 months after the date your benefits would have ended;
- For coverage on Dependents only, the end of a period of 36 months after benefits would have ended;
- The end of a period of 29 months if your coverage ends due to disability, or the date your disability ***