

Contractual Agreement

between
The Lyndhurst Board of Education
and
The Lyndhurst Education Association



LEA-leading into the 21st

July 1, 2006-June 30, 2009

TABLE OF CONTENTS

Contractual Agreement

ARTICLE	TITLE	PAGE
I	Recognition	1
II	Negotiation of Successor Agreement	2
III	Grievance Procedure	3
IV	Employee Rights & Responsibilities	6
V	Association Rights & Responsibilities	8
VI	Employment Opportunities, Promotions & Transfers	9
VII	Complaint Procedure	9
VIII	Custodian Work Schedule, Uniform Allowance & Tenure	10
IX	Secretary Work Year, Work Schedule & Seniority	14
X	Teacher Work Year, Work Day, Compensation & Meetings	16
XI	Teacher Committees & Instructional Council	20
XII	Employee Evaluation	22
XIII	Sick Days, Absences, & Attendance Incentives	23
XIV	Sabbatical Leaves	26
XV	Temporary Leaves of Absence, Prof. & Personal Days	27
XVI	Extended Leaves of Absence	29
XVII	Salaries	30
XVIII	Medical, Hospitalization & Other Insurance Protection	32
XIX	Miscellaneous Provisions	34
XX	Management Rights	37
XXI	Duration of Agreement	37
Schedules		
A	Custodian Salary Guide 2006 - 2009	39
B	Secretary Salary Guide 2006 - 2009	40
C	Teacher Salary Guide 2006 - 2009	41
D	Athletic Extracurricular Activities 2006 - 2009	42
E	Non-Athletic Extracurricular Activities 2006 - 2009	43
F	Custodian/Secretary Differentials 2006 - 2009	45
INDEX		46

ARTICLE I

Recognition

- A. The Board hereby recognizes the Lyndhurst Education Association (herein referred to as the "Association") as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all personnel in the following categories:
1. **Definition Of "Custodian"**. Custodians, maintenance personnel, crafts people, custodian/mechanical/ bus drivers and custodian/bus drivers. (The term "custodian" when used herein shall refer to all persons in the unit defined in Article I, Section A, #1.)
 2. **Definition Of "Secretary"**. Non-supervisory secretarial, clerical personnel, attendance officer and school security monitor. (The term "secretary" when used herein shall refer to all persons in the bargaining unit certification dated June 30, 1986 as defined in Article I, Section A, #2.)
 3. **Definition of "Teacher"**. Classroom teachers, remedial education teachers and those who travel from school to school, librarians, school nurses, guidance counselors, social workers, industrial arts and homemaking teachers. (The term "teacher" when used herein shall refer to all persons in the unit defined in Article I, Section A, #3.)
- B. All other persons, positions and units not specifically defined above are excluded. Unless otherwise indicated, the term "employee" when used herein shall refer to all persons in the unit above defined.
- C. All employees listed in Article I, Section A, #1 and #2 hired to perform the duties generally ascribed to be those of the members of the bargaining unit shall be considered probationary employees for a period of seventy nine (79) consecutive days. In the event a probationary employee shall be continuously employed for a period in excess of seventy-five (75) consecutive days said employee shall then be entitled to full contractual rights and be subject to the provisions of the collective bargaining Agreement. The seventy-five (75) day probationary period may be extended by mutual agreement of the Association and the Board provided such agreement is in writing.

ARTICLE II

Negotiation of Successor Agreement

- A. Consistent with Chapter 123, P.L. of NJ 1974, the Board shall not affect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.
- B. The parties agree to enter into negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in good-faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment but also on other matters of personnel policy and relationships which may then be of mutual concern and interest. The Association agrees to present to the Board its proposals for the Successor Agreement. Any Agreement so negotiated shall be reduced to writing and signed by all the parties.
- C. Negotiations are to commence, if possible, with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and Association mutually agree to an extension of time. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make available to the other, upon request, information within its possession which is not privileged under the law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- D. Neither party in any negotiation shall have any control over the selection of the negotiation representative of the other party.
- E. The Board agrees not to negotiate concerning said employees in the bargaining unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- F. **Privatization.** The Lyndhurst Board of Education agrees to give notice of potential privatization of custodial services, which would be limited to lesser of one hundred fifty days (150) from solicitation of formal bids or the amount required by State mandates. This does not apply to RIF. Custodians shall be paid any unused vacation time and/or personal days (not converted to accumulated sick leave) limited to privatization. Custodians with ten (10) years of service or more shall be entitled for payment of unused sick leave pursuant to Article XIII, C.

ARTICLE III

Grievance Procedure

A. Definition

1. "Grievance" shall mean a claim by any unit member or the Association based upon any alleged violation, misinterpretation or misapplication of this Agreement, Board policies or administrative decisions affecting the terms and conditions of employment.
2. The term "grievance" and the procedure relative thereto shall not be deemed applicable to the following instances:
 - a. The failure or refusal of the Board to renew a contract of a non-tenured employee, other than a custodial employee who has worked in the district more than four (4) consecutive years.
 - b. In matters where a method of review is prescribed by law, or by any rule, regulation, or by-law of the State Commissioner of Education, or the State Board of Education;
 - c. In matters where the Board is without authority to act;
 - d. In matters involving the sole and unlimited discretion of the Board.
3. "Party in Interest" shall mean the unit member or members making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Aggrieved Party" shall mean the unit member or members or the Association making the claim.
5. "Representative" shall mean any person or persons designated in writing by the unit member, the Association or the Board.
6. "Grievance File" shall mean records which are kept separate from any individual's personnel file, including but not limited to any grievance the unit member may have submitted.
7. "Grievance Form" shall mean the form for filing grievances.

B. Procedures for Resolving Disagreements

1. The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Any unit member who has a problem or disagreement shall discuss it first with their immediate supervisor/principal in an attempt to resolve the matter at that level.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the unit member, they shall set forth their grievance, in writing, to their immediate supervisor/principal on the Grievance Form. Copies of the completed form shall be given to the Superintendent of Schools, in the case of teachers and secretaries and to the Business Administrator in the case of custodians, the immediate supervisor/principal and the Association. The immediate supervisor/principal shall communicate their decision on the grievance to the unit member within five (5) school days.
4. If the grievance is not settled after reaching their immediate supervisor/principal, the matter may be referred, in writing, by the unit member to the Association for consideration.
5. If the Association determines the grievance has merit it shall request, in writing, that the grievance be presented to the Superintendent of Schools in the case of teachers and secretaries and to the Business Administrator in the case of custodians. The Superintendent of Schools in the case of teachers and secretaries and the Business Administrator in the case of custodians shall investigate the grievance and make their decision known, in writing, within fifteen (15) school days to the unit member, the immediate supervisor/principal and the Association.
6. If the Association determines that the grievance does not have merit, the matter shall be dropped unless the unit member wishes to appeal it personally to the Superintendent of Schools in the case of teachers and secretaries and to the Business Administrator in the case of custodians. This must be in writing. The Superintendent of Schools in the case of teachers and secretaries and the Business Administrator in the case of custodians shall investigate the grievance and make their decision known, in writing, within fifteen (15) school days to the unit member, the immediate supervisor/principal, and the Association.

7. The Board of Education will receive appeals in writing, from the unit member, their representative, or from the Association. Appeals shall be directed through the Board Secretary after a unit member or their representatives have exhausted previously described methods of seeking redress of the grievance. The Board will investigate and make its decision known in writing, through the Board Secretary, within fifteen (15) school days. All parties to the action shall receive copies of the decision.
8. If the grievance is not resolved to the satisfaction of the aggrieved party at the Board level, the aggrieved party may within five (5) school days refer said grievance to the Association and request that the Association process said grievance to binding arbitration.
9. The Association may request binding arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Laws of 1974. A request for binding arbitration shall be made no later than fifteen (15) school days following the determination of the Board.
10. Failure to file within said time period shall constitute a bar to such arbitration unless the Association and the Board mutually agree upon a longer period within which to assert such a demand.
11. In the event of arbitration, the cost of the arbitrator's services shall be shared equally by the parties and each of the parties shall bear their own costs.

C. Filing Of Grievances

Grievant(s) or the Association shall hand deliver an original and one copy of grievance form for submission to the appropriate person as set forth in Article III, Section B of this collective bargaining Agreement. The original and the copy of the grievance form shall be immediately marked or stamped "received" with the date by the recipient and the copy shall be returned to the person delivering same.

D. Limitation of Actions

1. The above described "Procedure For Resolving Disagreements" shall be commenced within fifteen (15) school days of the alleged violation, misinterpretation or misapplication giving rise to a grievance.
2. Failure to timely commence this procedure shall be deemed a waiver of the grievance rights herein.

E. Suspension of Time Periods

The time periods set forth in Article III, Section B, shall be suspended during the period from July 1st to September 1st for ten (10) month employees.

ARTICLE IV Employee Rights & Responsibilities

A. The Board and the Association undertake and agree that they shall not directly or indirectly discourage, deprive or coerce any employee in the exercise of any rights conferred by law, and that they shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership or non-membership in or participation or non-participation in the activities of the Association and its affiliates, participation or non-participation in collective negotiations with the Board, or other proceeding affecting terms and conditions of their employment.

B. It is agreed that in connection with collective negotiations, grievances, or the institution of complaints of other proceedings, Board members, administrators, and employees will act in conformance with the ethical standards of their professions and positions.

C. Student Grading

1. The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Lyndhurst School District based upon their professional judgment of available criteria pertinent to any given subject area or activity for which they are responsible.

2. A principal may change a grade or evaluation, but the principal must initial the change so recorded.

D. **Identification with Association** No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

E. **Notification of Schedule** Principals will notify each teacher in writing no later than the last day of each school year of his tentative schedule for the following school year. This tentative schedule can be changed by the principal if the necessity arises, but the teacher is to be notified of the change in writing as soon as possible.

F. Disciplinary Action

1. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any advantage of employment without just cause. Any such action asserted by the Board, or any agent or representative thereof, not be made public and shall be subject to the grievance procedure herein set forth.
2. Any dismissal or suspension shall be considered a disciplinary action and shall, at the option of the employee, be subject to the grievance procedure.
3. Notwithstanding anything contained in this paragraph to the contrary, this paragraph shall not apply to the instances set forth in Article III, Section A, #2.

4. Disciplinary Meeting

- a. **Notice & Representation** Whenever any employee is required to appear before any administrator, supervisor, or the Board of Education for the purpose of discipline, including but not limited to discharge, or the withholding of an increment, they shall be given notice of the reason(s) for such meeting and shall be entitled to have a representative of the Association present to advise them and represent them during such meeting.
- b. Such meetings shall be held not later than two (2) working days after notice is given.

G. Student Supervision by Custodians & Secretaries At no time shall an employee (Article I, Section A, #1 and #2) be requested or required to, in any way, supervise, or be responsible for pupils at any work location, except in the event of an emergency.

H. Faculty Dress Code to be modified to Business Casual, with the understanding that the faculty would be permitted to wear:

Dress shirts, golf shirts, turtlenecks, sweaters, Capri pants, shoes (that provide a firm walking surface and are securely attached to the foot), and any other attire that is deemed to be current style in the Business Casual mode. [No jeans, sweats, sneakers, or shorts (the exception being "dress walking shorts")]

The current dress code does not apply to those teaching High School Physical Education. Physical Education staff teaching only Health Education classes must abide by the current dress code.

- I. The Board of Education agrees to help form a Health and Safety Committee consisting of LEA appointees and LBOE appointees to which will meet four (4) times per year. (This is for informational purposes only)

ARTICLE V

Association Rights & Responsibilities

- A. The Board agrees to furnish to the Association, in response to reasonable request, available non-confidential public information concerning the staff and district.
- B. The Association agrees that, upon request, it will form committees to assist the Board and the administrative staff in developing, formulating, revising and evaluating programs, proposals, structures and methods under consideration of being implemented within the school system as provided under Article IX.
- C. The Association shall have the right to use school buildings at reasonable non-school hours for meetings, provided that the approval of the Business Administrator has been secured in advance of the time of all such meetings. Such requests and approval shall be in writing directed to the Business Administrator.
- D. The Association shall have the right to request use of school facilities and equipment including typewriters, mimeographing, computers, E-Mail System and other duplicating equipment at reasonable times when such equipment is not otherwise in use and when such use will not interfere with or interrupt school operations. Such requests shall be in writing. The Association will be responsible to provide its own supplies or pay the reasonable costs of all materials and supplies incident to such use.
- E. The Association shall be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible for the adherence to the provisions of the Agreement by its members during the life of this Agreement to the best of its ability.
- F. When at the direction of the Board any employee participates during working hours in negotiations, grievance proceedings, or conferences, they shall suffer no loss in pay.
- G. The Association shall have the right to distribute materials to its members through the use of employee mailboxes and inter-school mail provided it does not interfere with the normal operation of the schools.

- H. The rights and privileges of the Association and its representatives as set forth in this Agreement
- I. The B.O.E. agrees to grant space for an L.E.A. Office in the High School with phone line (L.E.A. to pay for all usage and calls).

ARTICLE VI

Employment Opportunities, Promotions & Transfers

A. Posting for Employment Opportunities, Promotions & Transfers

1. The Superintendent or Business Administrator shall notify all employees of any vacancy in a position for which they can apply throughout the calendar year.
2. When school is in session, a notice for all positions, including summer employment and home instruction opportunities, shall be posted in each school at least ten (10) days before the final applications for the position must be submitted.

B. Request for Transfer

1. Employees who desire a transfer may file a written statement of such desire with the Superintendent or Business Administrator. This written statement shall in no way impair the Superintendent or Business Administrator's ultimate authority to make building assignments.
2. Such requests for transfer for the following year shall be submitted not later than March 1st. This date is waived if a vacancy occurs after March 1st.

C. Appointments. Appointments remain in effect until written notice is given of appointment or dismissal.

ARTICLE VII

Complaint Procedure

- A. Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which does or may influence the evaluation of an employee shall be processed according to the procedure outlined below:

1. Any complaints received by the central Board office shall be referred back to the appropriate building principal.
2. The principal or immediate supervisor shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.
3. If necessary, the Superintendent will investigate the matter and take appropriate action.

ARTICLE VIII

Custodian Work Schedule, Uniform Allowance & Tenure

A. Additional Time Off If any unused snow days are used to extend any weekend or vacation period, custodial and maintenance personnel shall be given one (1) day off. The Superintendent of Schools will determine the day in the event more than one (1) day off is scheduled.

B. Daily Work Hours

1. **Work Schedule Posting.** Work schedules showing the custodian's shifts, work days, and hours shall be posted in each school.
2. **Work Shift.** Eight (8) total hours exclusive of a sixty (60) minute lunch period, shall constitute a work shift. All custodians shall be scheduled to work on a regular shift and shall be advised of a regular starting and quitting time. Changes to a custodian's working hours shall be by mutual agreement whenever possible.
3. Custodians shall work from 7:00 AM until 3:00 PM with one (1) hour off as a duty-free lunch when school is not in session, except the day before school opens for students and all full day teacher workshop days they will work full days.

4. The part-time custodians pay rate will be as follows

2006-2007	\$10.00 per hour
2007-2008	\$ 11.00 per hour
2008-2009	\$ 12.00 per hour

C. Call Time Pay, Shortened Day & Overtime Pay

1. **Call Time Pay.** Any custodian called to return to work outside of his regularly scheduled shift shall be paid a minimum of three (3) hours at overtime rates.

2. **Shortened Day.** An employee who reports for work on a regularly scheduled workday shall be guaranteed a full day's pay in the event the workday is shortened by the employer.

3. **Overtime Pay**

- a. Overtime shall be paid at the rate of one and one-half (1½) times the custodian's regular hourly rate of pay for all time worked in excess of eight (8) hours in any work day or forty (40) hours in any work week.
- b. Overtime shall be paid at the rate of one and one-half (1½) times the custodian's regular hourly rate of pay for all time worked on Saturdays, Sundays, and holidays.
- c. Accompanying each paycheck, there shall be an exact account of the individual's hours and overtime.
- d. Awarding Of Overtime

(1) Overtime shall be awarded on a rotating district wide seniority basis, based upon the skill and qualifications required for overtime worked.

(2) Custodians refusing overtime work will be moved to the bottom of the seniority list for purposes of overtime.

(3) If no custodian agrees to perform overtime work, the Board retains the absolute right to assign that work starting at the bottom of the seniority list, but subject to the skills and qualifications required to perform the overtime work.

(4) All over time generated in any school shall first be offered to the custodians of that school. If the custodian of that school does not want the overtime, it will then be given to the next senior person [custodian] and continue down the district wide seniority list. This shall be done on a rotating basis.

4. **Work Week.** For the purpose of determining the forty (40) hour workweek, the following shall count as regular workdays:

- a. Holidays
- b. Paid sick days
- c. Paid personal days
- d. Paid vacation days
- e. Other approved paid leaves

D. **Eyewear Damage.** Custodians, whose eyeglasses are destroyed or damaged due to a job accident, will be compensated upon proof of accident (notification and circumstances of accident).

E. Holiday Schedule

1. All holidays are scheduled on the premise that the buildings will be closed. If school is in session on any of the named holidays, custodians shall be given another day off in lieu of said holiday(s).
2. Schedule of sixteen (16) paid holidays to conform to school year calendar:
 - a. Half (1/2) day preceding New Year's Eve
 - b. Friday of Winter Recess
 - c. Washington's Birthday
 - d. Good Friday
 - e. Memorial Day
 - f. Friday of Spring Recess
 - g. Independence Day
 - h. Labor Day
 - i. Columbus Day
 - j. General Election only
 - k. Thanksgiving Day
 - l. Friday after Thanksgiving
 - m. Half ('h) day preceding Christmas Eve
 - n. Christmas Day
 - o. New Years Day
 - p. One (1) "floating" holiday

3. **Municipal Elections.** Once every four (4) years, on the day of the Municipal Election, all custodians shall be given the day off in addition to their regularly scheduled holidays. Notwithstanding the foregoing, the Board shall have the right to order custodians to work on the day of the Municipal Election to the extent required.

F. Release Time For Association Meetings. One (1) secretarial and one (1) custodial representative shall be granted release time of no more than thirty (30) minutes to attend Association meetings on no more than one (1) occasion per month. In no case shall a custodian leave a building unattended or a secretary leave a building with no other secretary or principal present.

G. Seniority & Reduction In Force

1. When the Board of Education shall deem necessary a reduction in force, such reduction shall be implemented on the basis of current seniority within the following job classifications:
 - a. Custodian
 - b. Maintenance
 - c. Custodian/Mechanic/Bus driver
 - d. Custodian/Bus driver
2. All custodial/maintenance staff affected by a Reduction In Force (RIF) shall be entitled to collect their vacation days.

ARTICLE IX

Secretary Work Year, Work Schedule & Seniority

A. Secretary Work Year

1. Twelve (12) month secretaries shall work twelve (12) months per year.
2. Twelve (12)-month secretaries shall work one-half ($1/2$) of all recess days during the school year but shall be paid for all recess days. The recess days to be worked by each twelve (12) month secretary shall be subject to the approval of the Superintendent.
3. Central office secretaries shall receive one and one-half ($1\frac{1}{2}$) times their rate of pay if required to work on snow days.

B. Secretary Work Schedule

1. Twelve (12)-month secretaries with the exception of the high school principal's secretary shall work six (6) hours thirty (30) minutes per day during the school year and six (6) hours per day during the summer recess.
2. The high school principal's secretary shall work seven (7) hours five (5) minutes per day during the school year and six (6) hours per day during the summer recess.

C. Sick Day Procedure. Any secretary, who will be calling in to use a sick day, will call the same calling clerk, as do the teachers.

D. Coffee Breaks. All secretaries are entitled to two (2) uninterrupted periods of fifteen (15) minutes, one (1) in AM and one (1) in PM.

E Overtime. Overtime shall be paid at the rate of one and one-half times ($1\frac{1}{2}$) the secretary's regular hourly rate for actual time worked in excess of the regular workweek.

F. Release Time For Association Meetings. One (1) secretarial and one (1) custodial representative shall be granted release time of no more than thirty (30) minutes to attend Association meetings on no more than one (1) occasion per month. In no case shall a custodian leave a building unattended or a secretary leave a building with no other secretary or principal present.

G. Seniority & Reduction In Force

1. All secretarial staff shall be granted seniority upon gaining tenure in the district.

2. When the Board of Education deems it necessary to reduce the secretarial force, said Reduction In Force (RIF) shall be implemented on the basis of seniority according to job category.
3. There shall be two (2) job categories for said determination:
 - a. **Category 1.** All School Based Secretaries, Attendance Officer, and the Secretary to the Director of Special Services.
 - b. **Category 2.** The Accounts Payable Secretaries, Assessment Manager Processor, Associate Secretary to the Superintendent, Payroll Clerk, Receptionist/Switchboard Operator, and the School Security Monitor.
4. All secretaries affected by a Reduction In Force (RIF) shall be entitled to collect their vacation days.
5. Any secretary who moves from one category to another will continue to accrue seniority in the previous category while beginning to accrue seniority in the new category.

H. **Student Supervision By Secretary.** At no time shall an employee (Article I, Section A, #1 and #2) be requested or required to, in any way, supervise, or be responsible for pupils at any work location, except in the event of an emergency.

I. **Vacations**

1. **Schedule.** The Superintendent of Schools shall notify all 12-month secretaries no later than February 1st, regarding days or weeks during the months of July and August that are unavailable for use as secretarial vacation days.
2. Twelve (12) month secretaries shall be eligible for vacations on the following basis:

Six (6) months to one (1) year	one (1) week **
After one (1) year	two (2) weeks
After five (5) years.....	three (3) weeks
After ten (10) years.....	four (4) weeks
After fifteen (15) years	five (5) weeks

Six (6) months is calculated as 180 calendar days from date of hire. One year is one calendar year from date of hire. After 180 days an employee may utilize up to five (5) vacation days. If the employee does not use any vacation time, he will have *after one year from date of hire ten (10) vacation days *available. If any vacation days are used

between 180 days and one year, the allotment will be reduced by one (1) day for each day used.

3. Vacation time shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the Superintendent.
4. **Single Session Days Prior To Vacations.** The day before Thanksgiving and the last working day prior to Christmas recess will be a four (4) hour day.

ARTICLE X

Teacher Work Year, Work Day, Compensation & Meetings

A. Teacher Work Year

1. The teacher work year shall not exceed 183 days.
2. The teachers' work year for the term of the contract shall be September 1st through June 30th

B. Teacher Work Day

1. Elementary Day

- a. The elementary school teachers' workweek shall be no longer than 29 hours and 35 minutes (29:35) per week exclusive of lunch.
- b. The lunch period for teachers at the elementary schools shall not be less than forty-five (45) minutes per day.
- c. The above does not include faculty and/or curriculum meetings. Faculty meetings shall not exceed ten (10) per year, exclusive of emergency meetings.

2. High School Day

- a. The high school teachers' workweek shall be no longer than 32 hours and 25 minutes (32:25) per week exclusive of lunch.
- b. The lunch period for teachers at the high school shall be not less than forty (40) minutes per day.
- c. The above does not include faculty and/or departmental meetings. Faculty meetings shall not exceed ten (10) per year, exclusive of emergency meetings.

C. **Lunch Time Duty.** The Board intends to engage a sufficient number of para-professionals to carry out the mandated lunch program. The Board will provide additional para-professionals to carry out the lunch program as required. The Board does not intend to use teaching personnel in this program.

Procedures & Pay

1. When a building administrator believes the circumstances require, they may seek a teacher volunteer for lunchtime duty. This excludes **school nurses** (they are to be on call for lunchtime emergencies). Should they not be able to secure a volunteer, they may assign a teacher provided that no teacher is so assigned more than once in any calendar month.
2. In order that each teacher, so assigned, shall receive a thirty (30) minute duty free lunch period, it shall be necessary to assign two (2) teachers to the lunch time duty.
3. Lunch coverage shall be **\$28.00** per lunch period. D.

Meetings

1. Faculty Meetings

- a. The notice of an agenda for any meeting shall be given to the teachers involved at least two (2) days prior to the meetings except in an emergency.
- b. Teachers shall have the opportunity to suggest items for the agenda.
- c. Minutes of all faculty meetings in all buildings will be sent to the Superintendent who in turn will provide same to one of the designated officers of the Association. The minutes will include, but not be limited to, the time the meeting started and the time it ended.
- d. Faculty meetings shall be limited to seventy (70) minutes⁷ in duration.
- e. Faculty meetings shall begin promptly at 2:45 P.M. in the High School and 3:10 P.M. in the Elementary Schools. (This is for informational purposes only)

2. Curriculum Meetings

- a. There shall be no more than eight (8) curriculum meetings during the course of the school year, for elementary schools.
- b. The meetings shall commence no later than ten (10) minutes after student dismissal and last no longer than one (1) hour.

These meetings shall be limited to no more than one (1) per month.

- c. The aforementioned meetings pertain to the elementary schools only.

E. Single Session Days.

1. **Superintendent Designated Single Session Days.** Schools shall be closed for not more than six (6) one o'clock sessions at the discretion of the Superintendent during the course of the school year. On the aforementioned early release days, teachers shall be dismissed at 4:00 PM with one hour (60) minutes for lunch.
2. **Single Session Days & Back-to-School Night.** Schools shall close after four (4) hours on Back-to-School Night and teachers shall be dismissed along with their students.
3. **Single Session Days & Graduations.** Any high school or eighth grade teacher required to attend graduation shall work no more than four (4) hours on the day of graduation.
4. **Single Session Days Prior To Vacations.** The day before Thanksgiving and the last working day prior to Christmas recess will be a four (4) hour day.

F. Miscellaneous Pay Scales

1. **Class Coverage.** When teachers are required to cover classes they shall be paid at the rate of **\$22.00** per period
2. **Evening Duties.**
 - a. All teacher staff shall be compensated at the rate of **\$27.00** per hour.
 - b. Assignments
 - (1) **Elementary.** Elementary staff shall be paid for the following activities:
 - (a) Holiday programs
 - (b) Arts Fest programs
 - (c) Any evening activity exclusive of Back-to-School Night and graduation night
 - (2) **High School.** High School staff shall be paid for the following activities:
 - (a) Arts Fest Program
 - (b) Fashion Show
 - (c) Two (2) evenings of the High School Play
 - (d) Holiday Concert

(e) Spring Concert

(f) School Musical

- c. The district will solicit volunteers for (1) and (2) above.
- d. In the event of insufficient numbers of volunteers, or said volunteers prove to be inappropriate for the task, then the building administrator will assign a staff member. If a staff member is assigned, they will not be reassigned until such time as the names on the assigned sheet have been exhausted.
- e. Teachers who either volunteer or are assigned by the building administrator for graduation will work a reduced four (4) hour day and be dismissed with the students on the graduation day. Staff members will not be assigned again until all others in the building have been so assigned.
- f. In any contract year no teacher shall be assigned to more than two (2) evening activities. After the rotational process has been exhausted the available staff members, or the staff members are not found to be appropriate for the assignment, the administrator in charge will be permitted to use staff members for more than two (2) evening activities. However, staff members may volunteer for as many evening activities as they desire.
- g. It is expressly understood that all staff members receiving stipends for assigned duties and activities are excluded from all remuneration provisions of this section.

3. **Home Instruction.** The rate for home instruction shall be **\$30.00 per hour.**

4. **Overnight Field Trips.** Those trips, which extend overnight, shall be compensated at the rate of **\$100.00 per night.** All field trips must have the prior approval of the Superintendent.

5. **Mileage.**

- a. Mileage shall be reimbursed at the (IRS) maximum rate of **forty-four and one half cents (44.5 ¢) per mile.**
- b. Employees required to use their own automobiles during the course of the school day for school business shall be reimbursed at the rate of forty-four and one half (44.5¢) cents per mile and shall maintain liability insurance on such vehicle in accordance with law.
- c. Reimbursement shall be made two (2) times during the school year on December 15th and June 15th. Written

requests for reimbursement shall be submitted on or before December 10th and June 10th to the School Business Administrator on forms approved and provided by the Board.

6. Saturday School Detentions. The rate for Saturday School Detention shall be **\$30.00 per hour**.

4 **Summer Work.** Any teacher who volunteers for a summer employment position in which teaching license is required, shall be compensated at the rate of **\$26.00 per hour**.

H. School Calendar

I

1. The Association will submit to the Superintendent prior to February 1st of each year its recommendation with respect to the school calendar for the ensuing school year.

2. The Board, in determining said school calendar, will consider the recommendations of the Association and will advise and consult with the Association concerning any deviations from such recommendations prior to the adopting of or any changes in the official school calendar.

I. Parent/Teacher Conferences

1. Elementary students will have two single session school days so as to accommodate two conference days per year during the time period 2 P. M. - 4 P. M.

ARTICLE XI

Teacher Committees & Instructional Council

A. Committees

Committees shall be organized in consultation and cooperation with a committee from the Association. The following committees will be composed of representatives of the administration, the classroom teachers, and teachers of special subjects.

1. Central Liaison Committee

- a. A Central Liaison Committee shall be composed of the Superintendent or a Superintendent designee, administrators, and Association representatives.
- b. The selection of administrators and Association representatives and the exact number of the members of this committee shall be mutually agreed upon by the Superintendent and the Association.

- c. If possible, no more than one-third (1/3) of the membership of this committee shall be changed within a school year.
- d. This committee shall meet at least every other month during the school year to review and discuss current school problems and practices, the administration of this Agreement, areas of curriculum development, instructional techniques, and the study of child development.
- e. This committee shall be empowered to create subcommittees for the study of a particular problem or area when the Superintendent and the Association feel it is in the best interests of the school system to do so.
- f. The membership of any subcommittee established and the membership of the individual school liaison committees as described below shall be mutually agreed upon by the Superintendent and the Association.
- g. This committee shall establish procedural rules for itself and the individual school liaison committees within the limits of this Agreement.
- h. The minutes of the meetings of this committee shall be issued to each individual school committee and shall be available to the Board.

2. Individual School Liaison Committees

- a. Each individual school liaison committee shall meet with the individual school principal at least every other month during the school year.
- b. Areas for discussion by these committees shall include but not be limited to:
 - (1) Administration of this Agreement.
 - (2) Recommendations in the areas of curriculum development, instructional techniques, and the study of child development.
 - (3) Implementation of Board policies and recommendations for revision and development of building policies and practices.
- c. Each committee shall issue a copy of the minutes of each meeting to the Central Liaison Committee, and a copy shall be made available to the Board and the teachers within the individual school.

3. Professional Development Committee

- a. A Professional Development Committee shall be established to act upon requests from teachers for authorization to attend courses, workshops, seminars, conferences, in-

- service training sessions, or other such sessions, which are for the benefit of the school system.
- b. Within sixty (60) days after the signing of this Agreement, the Superintendent and the President of the Association shall each appoint two (2) members to the committee and they shall select a chairman from among themselves.
 - c. The Superintendent and the President of Association may, from time to time, replace members appointed by them.
 - d. The Committee shall recommend teachers for membership on the committee to the Superintendent, who will pass these recommendations on to the Board with a Superintendent recommendation.
 - e. Conferences selected must be within a reasonable distance.
 - f. With its approval, the Board shall authorize the payment for reasonable expenses such as fees, meals, lodging, and transportation. Funds available for such expenditures are defined in Article XV, Section A, #5, b.

B. Instructional Council

1. A sum of \$2,000 shall be set aside to pay the reasonable expenses incurred in connection with Instructional Council sponsored workshops, in service and related educational programs.
2. Teacher members of the Instructional Council shall be compensated with two (2) in-service credits to be counted toward placement on the salary guide. No more than six (6) in-service credits shall be counted toward placement on the salary guide. In-service credit shall be applied toward salary guide placement at the beginning of the school year following the school year in which they are earned.
3. Prior to the formation of the Instructional Council in each school year the Association shall submit a list of five (5) candidates from which the Superintendent shall appoint one. Said appointments are non-arbitrable and shall expire at the end of each school year.

ARTICLE XII

Employee Evaluation

A. Evaluation Report

1. An employee shall be given a copy of any evaluation report prepared by their evaluators.

2. An employee's evaluation report shall be kept confidential as required by law.

3. Employee Signature On Evaluation

- a. The employee shall sign and date the report. The employee's signature shall mean they have read the report and does not indicate agreement with the report.
- b. Refusal to sign will be construed as insubordination and appropriate discipline will be taken.

4. **Employee Response To Evaluation.** An employee shall also have the right to submit a written response to the report and their response shall be reviewed and attached to the file copy.

B. Evaluation Conference

- 1. No such report shall be submitted to the Central Office, placed in employee's file, or otherwise acted upon without prior conference with the employee.
- 2. Refusal to attend a scheduled conference will be viewed as insubordination and appropriate discipline will be taken.

C. **Secretarial Evaluations.** Secretaries shall be evaluated by their immediate supervisor at least three (3) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and their immediate supervisor for the purpose of identifying strengths, deficiencies, and extending assistance for their correction.

ARTICLE XIII

Sick Days, Absences, & Attendance Incentives

A. Sick Days

- 1. All employees employed on a ten (10) month basis shall be entitled to ten (10) days sick leave each school year. Employees employed on eleven (11) month basis will be entitled to eleven (11) days sick leave. All twelve (12) month employees will be entitled to twelve (12) days sick leave, as of the first official day of said work year, whether or not they report for duty on that day.
- 2. Unused sick leave days shall be accumulated from year to year with no maximum limit.

3. **Proration.** Employees employed on a part-time basis or employed after the beginning of the school year shall have their sick leave prorated, one (1) day per month, full time equivalent.
4. **Accumulation Of Sick Days.** The accumulation of unused sick leave days shall be limited to consecutive and uninterrupted service.
 - a. An employee shall be considered as rendering consecutive service as long as they or the Board does not officially terminate their service.
 - b. A leave of absence does not constitute an interruption of service but during a leave of absence there will be no accumulation of sick leave. Intermittent absence during the year shall not be interpreted as an interruption of service.
 - c. An employee who leaves the system shall lose their accumulated unused sick leave days. If they return to the system they shall have no accumulated unused sick leave days the same as any new employee. The accumulated sick leave allowance is established to protect employees during illness while in service. When a teacher or any other employee resigns, their rights to such allowance are forfeited.
5. **Deductions For Staff Absences**
 - a. An employee who reports for duty and remains for four (4) hours and leaves thereafter as a result of the employee's illness, shall not be charged for absence:
 - b. If the employee leaves after working one (1) hour but less than four (4) hours, they will be charged with a half (1/2) day absence.
 - c. If an employee leaves within the first hour of work, they will be charged with a full (1) day's absence.
 - d. Chronic absences without cause will be considered grounds for dismissal.
6. **Physician Note For Absences.** An absence of more than five (5) days duration must be certified by the personal physician. Salary will be allowed only upon the presentation of the doctor's certificate, clearly stating the dates of absence and the nature of the illness. This applies in cases of personal illness.
7. **Statement Of Unused Sick Days.** A statement of unused sick days as of June 10th shall be given in writing to each employee by the following November 1st.

B. Annual Attendance Bonus. Employees shall receive the following attendance bonus based upon their annual attendance record:

1. Annual Attendance Bonus rates:

- a. 0 to 1 absences..... \$ 175.00
- b. 2 to 3 absences..... \$ 125.00
- c. 4 to 5 absences\$ 75.00

2. For the purposes of this provision, an absence shall be defined as the use of a sick day. Any use of a day authorized by the terms and provisions of this contract (e.g. personal day, professional day, etc.) shall not be considered an absence for the purpose of calculating the attendance bonus.

3. In the event an employee is absent one and one-half (1^{1/2}) or three and one-half (3^{1/2}) days during the school year, the attendance bonus shall be prorated. The attendance bonus will be paid at the end of the school year. In order to receive the attendance bonus, employees entitled to same must complete and submit to the Office of the Business Administrator an attendance bonus form to be supplied by the Board.

C. Retirement Attendance Program. Upon retirement, if the employee has completed ten (10) years in the district, they will be reimbursed for unused sick leave at the current contractual rates based upon the following:

	2006-2007	2007-2008	2008-2009
Custodians	\$12,000.00	\$12,000.00	\$12,000.00
Secretaries	\$15,000.00	\$16,000.00	\$17,000.00
Teachers	\$19,000.00	\$20,000.00	\$21,000.00

- 1. These will all be with confirmation of retirement with the pension system.
- 2. In the event an employee who would otherwise be eligible for the sick leave reimbursement program passes away, their beneficiary as outlined by them as per the Teacher Pension and Annuity Fund/Public Employee Retirement System declaration shall receive any earned benefits.

ARTICLE XIV

Sabbatical Leaves

- A. **Purpose.** A sabbatical leave shall be granted to a teacher by the Board for study or for any other reason of value to the school system.
- B. A maximum of two (2) sabbatical leaves shall be granted during a school year. Sabbaticals shall be granted only on a full school year basis. Compensation shall be at the rate of fifty (50%) percent of the contractual salary the teacher would have received during the school year in which the sabbatical is taken. Payment will be made in twenty (20) equal installments. The Board shall pay one hundred (100%) percent of the teacher's health insurance program.

C. Conditions

- 1. Request for sabbatical leaves must be received by the Superintendent in writing in such form as may be mutually agreed upon by the Board and the Association, no later than January 15th and action must be taken no later than February 1st of the school year preceding the school year for which the sabbatical leave is requested.
- 2. **Minimum Time To Qualify.** The teacher must have completed at least seven (7) full school years of service in the Lyndhurst School District.
- 3. **Upon Return To District.**
 - a. The teacher shall be placed on the salary schedule at the level, which they would have achieved had they remained actively employed in the system during the period of their absence. Any teacher granted sabbatical leave must return to the Lyndhurst School System for at least one (1) year.
 - b. The teacher shall demonstrate to the Superintendent of Schools the impact of the sabbatical relative to the duties and responsibilities of the teacher.
- 4. **Granting Of Sabbatical Leaves.** Applications for sabbatical leaves will be screened by the Superintendent who will make recommendations to the Board for the granting of the leaves. Final decision rests with the Board.

ARTICLE XV

Temporary Leaves of Absence, Professional & Personal Days

A. Absence Due To Other Causes

1. Death In The Family.

- a. In case of death in the immediate family defined as father, mother, husband, wife, child, sister, brother, mother-in-law, father-in-law, or relative who resides in the home of the employee, an employee shall be allowed a number of days not to exceed five (5) without loss of salary. Where distances of five hundred (500) miles or more round trip are involved, the Board is authorized to allow a number of days additional, the total number not to exceed seven (7) without loss of salary.
- b. In case of the death of an employee's grandfather, grandmother, sister-in-law, or brother-in-law, an absence of two (2) days will be allowed without loss of salary.
- c. In case of the death of employee's uncle, aunt, niece, or nephew, an absence of one (1) day will be allowed without the loss of salary.
- d. In case of the death of other relatives, absence of one (1) day will be allowed without the loss of salary.
- e. In case of the death of an employee's close friend, an absence of one (1) day will be allowed without the loss of salary. However, this provision shall be limited to one such paid absence per school year.

2. Court Subpoena. Absences for court subpoena will also be allowed when the employee is not the petitioner or the plaintiff.

3. Quarantine. Absences for quarantine will be allowed.

4. Personal Days. Two (2) days absence for personal or business reasons shall be granted without deductions in pay, and shall not require permission of the Superintendent or Business Administrator.

- a. Personal days shall not be used for job action, may not be used prior to or following a three-day vacation, at Easter, at Christmas, or other long holidays.
- b. Notification of the taking of personal days shall be given three (3) days in advance and in writing.

- c. **Accrue As Sick Leave.** Any unused personal days shall accrue as sick leave.
 - d. All requests for professional or personal days must be made in writing. Response to requests must also be made in writing.
5. **Professional Days.** Teachers' absence for professional business will be allowed with the consent of the Superintendent without deduction and limited to a maximum of two (2) days.
- a. Professional business is defined as a workshop, convention, conference, or educational program related to the employee's field and approved by the Superintendent. An equitable division of days shall be granted to schools and departments.
 - b. A list shall be maintained so that no one person or one group shall receive an unfair share. A sum of eight thousand (\$8,000) dollars shall be set aside to pay the reasonable expenses in connection with the above. The Board shall not subtract from this sum the money used to pay substitutes for teachers absent for professional days.
 - c. The Board of Education shall furnish a monthly statement from the Professional Development Committee to the Association indicating employees requesting professional days, employees granted professional days, employees denied professional days, and explanation for denial.
6. **Salary Deductions.** Full salary will be deducted for any leave in excess of those allowed by the rules. In the event of absence for illness, a day's salary is defined as meaning one two-hundredths ($1/200$) of the annual salary for ten (10) month employees, one two-hundred twentieth ($1/220$) of the annual salary for eleven (11) month employees and one two-hundred fortieth ($1/240$) of the annual salary for twelve (12) month employees.
7. **Secretarial & Custodial Release Time For Association Meetings.** One (1) secretarial and one (1) custodial representative shall be granted release time of no more than thirty (30) minutes to attend Association meetings on no more than one (1) occasion per month. *In no case shall a custodian leave a building unattended or a secretary leave a building with no other secretary or principal present.*

ARTICLE XVI

Extended Leaves Of Absence

A. Extended Leaves Of Absence. Extended leaves of absence without pay may be granted by the Board upon request for good reasons, including but not limited to:

1. A teacher serving as an exchange teacher or overseas teacher (accepting a Fulbright Scholarship).
2. Employees serving in the Armed Forces of the United States.
3. Employees serving in the Emergency Reserve or State National Guard duty.
4. **Adoption.** Any employee adopting an infant shall receive the same leave as stated in Article XVI, Section A, #5, a & b, if the employee so elects, which shall commence upon an employee receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
5. **Child Rearing.** Rules for child rearing:
 - a. Any tenured employee who becomes aware of her pregnancy may apply immediately for a child rearing leave of absence without pay. A necessary part of such application shall be a physician's written certification of pregnancy.
 - b. This leave of absence shall extend from date of approval for a period consisting of the balance of the then school year and the entire succeeding school year. The expiration of this leave of absence shall coincide with the beginning of the school year, which is hereby set as September 1st
6. **Illness In Family.** A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family, defined as father, mother, husband, wife, child, sister, brother or relative who resides in the home of the employee. Additional leave may be granted at the discretion of the Board.
7. **Professional Offices.** The Board shall grant a leave of absence, without pay, for up to two (2) years to serve in a professional education office.

B. Extensions & Renewals. Requests for extensions or renewals of leaves must be made in writing by February 1st. Replies by the Board will be made in writing through the Superintendent by March 1st.

- C. Upon Return From Leave.** All benefits to which an employee was entitled at the time their leave of absence commenced, including unused accumulated sick leave, shall be restored to them upon their return, and they shall be assigned to the same position which they held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

ARTICLE XVII

Salaries

A. Settlement

1. Custodian salary guides shall be increased at the rate of **6.75% for each of the 2006-2009 school years** (Schedule A).
2. Secretarial salary guides shall be increased at the rate of: **5.75% for each of the school years 2006-2009** (Schedule B).
3. Teacher salary guides shall be increased at the rate of **4.95% for 2006-2007, 4.75% for 2007-2008, and 4.65% for 2008-2009** (Schedule C).

B. Longevity Pay. Employees shall receive longevity pay for years of service in Lyndhurst according to the following rates:

1. Custodians

	2006-07	2007-08	2008-09
a. At fifteen (15) years ...	\$600	\$700	\$750
b. At twenty (20) years	\$700	\$800	\$850
c. At twenty-five (25) years	\$800	\$900	\$950

Secretaries

	2006-07	2007-08	2008-09
a. At fifteen (15) year	\$900	\$1000	\$1100
b. At twenty (20) years	\$1150	\$1250	\$1350
c. At twenty-five (25) years.....	\$1,400	\$1500	\$1600

3. Teachers

	2006-07	2007-08	2008-09
a. At twenty (20) years	\$1300	\$1400.....	\$1500
b. At twenty-five (25) years	\$1700	\$1800.....	\$1900
c. At thirty (30) years	\$2000	\$2100.....	\$2200

Any employee who reaches eligibility for the above longevities prior to February 1 shall be granted that longevity starting on February 1.

C. Salary Guides

1. The salaries of all employees covered by this Agreement are set forth on the salary guides in Schedules "A" through "F" which are attached hereto and made a part hereof. Once placement is agreed upon, no credit can be claimed for previous training or experience.
2. Salary guides for each year of the Agreement for all categories of employees shall be attached and made part of this Agreement.
 - a. There shall be one (1) salary guide for all twelve (12) month secretaries with the exception of the high school principal's secretary who shall be placed on a separate salary guide.
 - b. **Extracurricular Stipends.** Teachers' compensation for extracurricular services, not to be included in contractual salary, is set forth in Schedules "D" and "E" attached hereto and made a part hereof.

3. Teacher Salary Guide Adjustments.

- a. Salary guide adjustments on teachers' schedules "C" shall be made as of September 1st and February 1st for teachers eligible by these dates.
- b. In order to receive the September 1st adjustment, anyone who anticipates achieving the necessary credits must notify the Superintendent on or before June 1st of the prior school year.
- c. In order to receive the February 1st adjustment, anyone who anticipates achieving the necessary credits must notify the Superintendent on or before November 1st of the prior calendar year.
- d. Credits earned prior to receiving a Master's Degree can be used for movement beyond the Master's Degree providing, however, that any said credits were not used to obtain the Master's Degree. Notice of guide movement must be made by December 1 for July 1 implementation.

- e. A Masters Degree Program shall be understood to mean a completed Masters Program from an accredited college. Any graduate credits in excess of 32 or in excess of the required credits by the conferring institution shall be identified by the teacher, for additional movement on the Master Plus Column.
- f. All credits/courses to be used for teachers salary guide must be approved by superintendent of schools by June 15th of each previous school year.

- 4. **In-Service Credits.** Except for the restriction on in-service credit set forth in Article IX, Section B, #2 (Instructional Council), there is no limit to the number of in-service credits which maybe accumulated and applied towards a pay raise.

D. Miscellaneous Salary Information

- 1. **Credit Union.** Employees may individually elect to have a percentage of their monthly salaries deducted from their pay, and forwarded to the South Bergen Federal Credit Union, Garfield, New Jersey.
- 2. **Final Check.** Teachers shall receive their final checks on the last working day in June provided all work is completed and checked off by office.
- 3. **Pay Days.** When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day. All reasonable efforts shall be made to deliver paychecks on paydays before 12 o'clock (12:00 PM) noon.
- 4. **Salary Payment Schedule Option.** All employees shall be given the option to have pay periods over twenty (20) equal or twenty-four (24) equal yearly payments. Every attempt will be made to those requesting twenty-four (24) equal payments for checks to arrive on the 15 and 30th of each summer (July & August) month.
- 5. **Direct Deposit.** Effective July 1, 1998 the B.O.E. will begin the new option of having your paycheck deposited directly into your bank account in your designated bank.

ARTICLE XVIII

Medical, Hospitalization & Other Insurance Protection

A. Health Benefit Plan

1. The Board shall provide the health-care insurance protection, which will be equal to, or better than, the State Health Benefit Plan prior to July 1, 1996. This coverage shall provide an "unlimited lifetime maximum" protection in its Major Medical Provisions.
2. The Board shall make any covered employee whole, if he or she suffers any reduction in benefit, which falls below that which would have been paid by N.J.S.H.B.P. prior to July 1, 1996.
3. The Horizon Blue Cross Blue Shield PPO shall be the health benefits plan for all employees at the levels contained. A summary of said plan is attached to this Collective Bargaining Agreement. This does not supercede Article 18A1.
3. The Board shall pay full premium for the above insurance coverage for each individual employee and for their dependent(s) where applicable.
4. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premium to provide insurance coverage for the full twelve (12) month period. Termination of employment terminates the Board's responsibility for payment of insurance premiums.
5. Employees employed after the September deadline shall be enrolled in the plan at the first available date.
6. Eligibility for enrollment shall be in accordance with the rules of the State of New Jersey, Division of Pensions, Public and School Employee's Health Benefits Program.

B. Dental Insurance Program

The Board shall provide a Dental Insurance Program (Advantage Plus Plan) with Delta Dental. The Board shall pay full premium for this dental insurance program for full family coverage. This coverage will provide a maximum yearly benefit of \$1,500 for each family member covered by the plan.

C. Family Prescription Insurance Program

The Board shall provide a Family Prescription Insurance Program with a \$6.00 co-pay for brand name prescriptions and a \$3.00 co-pay for generic prescriptions.

D. Optical Plan

1. Effective April 1, 1997, the Board shall provide an Optical Plan with "Vision Service Plan".

2. The Board shall pay full premiums for this Optical Plan for full family coverage.
3. This coverage shall be provided as indicated below:
 - a. Examinations every 12 months.
 - b. Lenses changed every 12 months
 - c. Frames changed every 24 months
 - d. \$10.00 Co-pay for Exams
 - e. \$25.00 Co-pay for Materials

BENEFITS	MEMBER DOCTOR	NON-MEMBER DOCTOR
Examination	100%	up to \$37
Single Vision	100%	up to \$31
Bifocal	100%	up to \$47
Trifocal	100%	up to \$56
Lenticular	100%	up to \$80
Frame	100%	up to \$45
Contact Lenses (Necessary)	100%	up to \$210
Elective	up to \$105	up to \$105

ARTICLE XIX

Miscellaneous Provisions

A. Deduction From Salary

The Board agrees to deduct from the salaries of its employees dues for the Lyndhurst Education Association, the Bergen County Education Association, the New Jersey Education Association, and the National Education Association, where applicable. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:1415.9e) and under rules established by the State Department of Education. Said monies, together with the records of any corrections, shall be transmitted to the entity designated by the Association in writing to the Board by the 15th of each month following the monthly pay period in which deductions were made. Deductions shall be made only for those employees having executed and filed with the Business Administrator, a written authorization form.

B. Miscellaneous Provisions

1. This contract constitutes Board and Association Agreement for the items contained herein for the term of said Agreement, and the Board and the Association membership shall carry out the commitments contained herein and give them full force and effect.

2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions 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.

C. Representation Fee

1. **Amount Of Fee.** Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.
2. **Deduction & Transmission Of Fee.** The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Article XIX, Section C, #1, and promptly will transmit the amount so deducted to the Association. Employees employed after September 1st or a time contract shall have their fee prorated. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee during the remainder of the membership year in question. The deductions will begin thirty (30) days after the employee begins their employment in a bargaining unit position, upon proper notification by the New Jersey Education Association.
3. **Termination Of Employment.** If an employee who is required to pay a representation fee terminates their employment with the Board before the Association has received the full pro-rated amount of the representation fee to which it is entitled under this article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question and promptly forward same to the Association, unless the person leaving does not have sufficient earnings in the last paycheck. In no case will the Board be liable for these deductions for terminated members.
4. **Mechanics**
Except as otherwise provided in this article the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Indemnification & Save Harmless Provision

- a. The Association agrees to indemnify, defend and hold the Board harmless against any liability, which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provide that:
 - (1) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
 - (2) If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.
- b. Any individual contract between the Board, an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- c. Ten (10) signed copies of this Agreement shall be reproduced by the Board within sixty (60) days after the Agreement is signed and shall be presented to the Association.
- d. This Agreement may not be modified or amended except by the mutual agreement of the parties reduced to writing, signed, and adopted by the Board.
- e. **Limitation Of Agreement.** The parties further agree that if any provision contained herein is finally declared to be non-negotiable, in any proceeding whatsoever, by either PERC, a court of Competent Jurisdiction, any State Administrative Agency, or any Act of the New Jersey Legislature, that provision shall be stricken from this Agreement. However, the striking of one or more provisions pursuant to this paragraph shall not impair the validity of any other provision in this Agreement.

ARTICLE XX

Management Rights

The parties agree that nothing in this Agreement shall be interpreted to limit the powers of the Board to continue to make, amend, and repeal rules for its own government and management of the public schools and

the public school property of the district and for the employment, regulation of conduct, and discharge of its employees except as may be limited by the provisions of this Agreement.

ARTICLE XXI

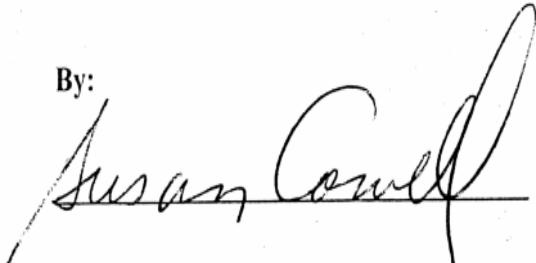
Duration Of Agreement

The term of this Agreement shall be from July 1, 2006 through June 30, 2009.

In witness whereof the Association has caused this Agreement to be signed by its President and Vice-President and attested by its Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

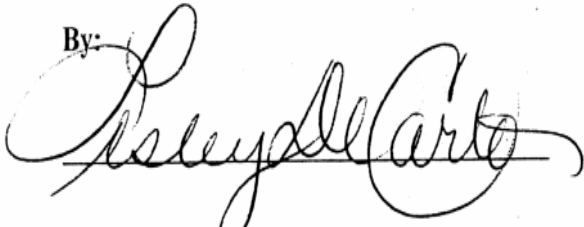
Lyndhurst Education Association

By:



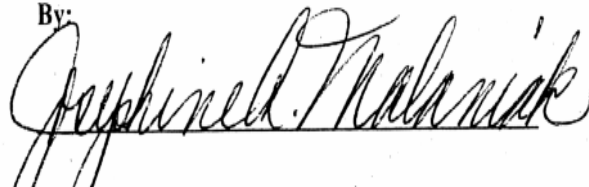
President, Lyndhurst Education Association

By:



Vice-President, Lyndhurst Education Association


By:



Secretary, Lyndhurst Education Association

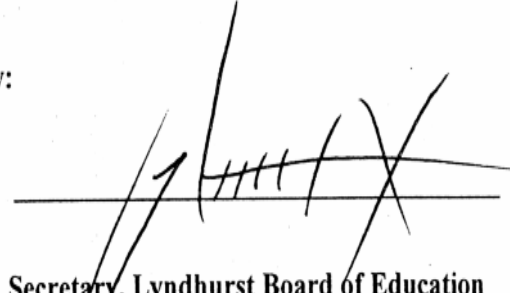
Lyndhurst Board of Education

By:



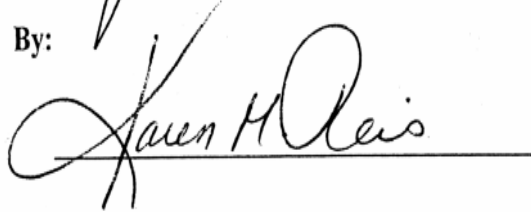
President, Lyndhurst Board of Education

By:



Secretary, Lyndhurst Board of Education

By:



Attorney, Lyndhurst Board of Education

Schedule A

Custodian Salary Guide

Steps	2006-2007	2007-2008	2008-2009
1	25,205	26,460	28,850
2	25,205	27,460	28,850
3	26,405	27,460	29,850
4	27,605	28,655	29,850
5	28,805	29,855	31,045
6	30,005	31,055	32,245
7	31,205	32,255	33,445
8	32,405	33,455	34,645
9	33,605	34,655	35,845
10	34,805	35,855	37,045
11	36,005	37,055	38,245
12	37,205	38,255	39,445
13	38,405	39,455	40,645
14	39,605	40,655	41,845
15	40,805	41,855	43,045

Schedule B - Secretary Guides

2006 -2007			2007 -2008			2008- 2009		
Step	12 Month	12 Month Principal	Step	12 Month	12 Month Principal	Step	12 Month	12 Month Principal
1	24,805	28,327	1	26,280	30,012	1	27,590	31,508
2	24,805	28327	2	26,765	30,566	2	27,590	31,508
3	25,005	28,556	3	26,765	30,566	3	28,350	32,376
4	25,220	28,801	4	27,250	31,120	4	28,350	32,376
5	25,435	29,047	5	27,750	31,691	5	29,110	33,244
6	25,650	29,292	6	28,250	32,262	6	29,910	34,157
7	26,850	30,663	7	28,750	32,833	7	30,710	35,071
8	28,150	32,147	8	29,250	33,404	8	31,510	35,984
9	29,550	33,746	9	30,835	35,214	9	32,310	36,898
10	31,050	35,459	10	32,420	37,024	10	34,130	38,976
11	32,650	37286	11	34,005	38,834	11	35,950	41,055
12	34,350	39,228	12	35,590	40,644	12	37,770	43,133
13	36,150	41,283	13	37,580	42,916	13	39,590	45,212
14	38,050	43,453	14	39,570	45,189	14	41,410	47,290
15	40,050	45,737	15	41,560	47,462	15	43,230	49,369
16	42,150	48,135	16	43,550	49,734	16	45,050	51,447

Schedule C- Teachers' Guide

2006-2007

2007-2008

2008-2009

STEP	BA	BA+30	MA	MA+30	MA+45	PhD	STEP	BA	BA+30	MA	MA+30	MA+45	PhD	STEPS	BA	BA+30	MA	MA+30	MA+45	PhD
1	41,605	44,305	47,685	50,785	53,045	55,175	1	42,945	45,945	49,945	53,945	57,945	59,945	1	44,635	47,835	51,835	55,835	59,835	61,835
2	41,605	44,305	47,685	50,785	53,045	55,175	2	43,345	46,345	50,345	54,345	58,345	60,345	2	44,635	47,835	51,835	55,835	59,835	61,835
3	42,005	44,705	48,085	51,185	53,445	55,575	3	43,345	46,345	50,345	54,345	58,345	60,345	3	45,035	48,235	52,235	56,235	60,235	62,235
	42,405	45,105	48,485	51,585	53,845	55,975		43,745	46,745	50,745	54,745	58,745	60,745	4	45,035	48,235	52,235	56,235	60,235	62,235
	42,905	45,605	48,985	52,085	54,345	56,475		44,245	47,245	51,245	55,245	59,245	61,245	5	45,535	48,735	52,735	56,735	60,735	62,735
6	43,405	46,105	49,485	52,585	54,845	56,975	6	44,745	47,745	51,745	55,745	59,745	61,745	6	46,035	49,235	53,235	57,235	61,235	63,235
	44,005	46,705	50,085	53,185	55,445	57,575	7	45,350	48,350	52,350	56,350	60,350	62,350	7	46,635	49,835	53,835	57,835	61,835	63,835
	44,605	47,305	50,685	53,785	56,045	58,175	8	45,950	48,950	52,950	56,950	60,950	62,950	8	47,235	50,435	54,435	58,435	62,435	64,435
	45,305	48,005	51,385	54,485	56,745	58,875	9	46,650	49,650	53,650	57,650	61,650	63,650	9	49,585	52,785	56,785	60,785	64,785	66,785
10	46,005	49,005	53,040	57,140	60,265	62,805	10	48,185	51,185	55,220	59,320	63,185	65,185	10	52,305	55,505	59,505	63,505	67,505	69,505
11	47,465	50,465	54,500	58,600	61,725	64,265	11	51,395	54,395	58,430	62,530	66,395	68,395	11	E5,225	58,425	62,425	66,425	70,425	72,425
12	51,165	54,165	58,200	62,300	65,425	67,965	12	54,805	57,805	61,840	65,940	69,805	71,805	12	58,345	61,545	65,545	69,545	73,545	75,545
13	55,065	58,065	62,100	66,200	69,325	71,865	13	58,415	61,415	65,450	69,550	73,415	75,415	13	61,665	64,865	68,865	72,865	76,865	78,865
14	59,165	62,165	66,200	70,300	73,425	75,965	14	62,225	65,225	69,260	73,360	77,225	79,225	14	65,185	68,385	72,385	76,385	80,385	82,385
15	63,465	66,465	70,500	74,600	77,725	80,265	15	66,235	69,235	73,270	77,370	81,235	83,235	15	68,905	72,105	76,105	80,105	84,105	86,105
16	67,965	70,965	75,000	79,100	82,225	84,765	16	70,445	73,445	77,480	81,580	85,445	87,445	16	72,825	76,025	80,025	84,025	88,025	90,025
17	72,665	75,665	79,700	83,800	86,925	89,465	17	74,855	77,855	81,890	85,990	89,855	91,855	17	76,945	80,145	84,145	88,145	92,145	94,145
18	77,565	80,565	84,600	88,700	91,825	94,365	18	79,465	82,465	86,500	90,600	94,465	96,465	18	81,265	84,465	88,465	92,465	96,465	98,465

Schedule D

Athletic Extracurricular Activities

2006 - 2009

	FOOTBALL- HEAD		
	2003/04	2004/05	2005/06
LEVEL 1	6832	7140	7461
LEVEL 2	7849	8202	8571
LEVEL 3	8682	9073	9481
FOOTBALL - ASSIST.			
LEVEL 1	5099	5328	5568
LEVEL 2	5908	6174	6452
LEVEL 3	6508	6801	7107
BASEBALL, BASKETBALL, SOFTBALL, WRESTLING, TRACK - HEAD			
LEVEL 1	6100	6374	6661
LEVEL 2	7078	7396	7729
LEVEL 3	7808	8160	8527
BASEBALL, BASKETBALL, SOFTBALL, WRESTLING, TRACK - ASSIST.			
LEVEL 1	4600	4806	5022
LEVEL 2	5311	5550	5799
LEVEL 3	5920	6186	6465
SOCCER (GIRLS I BOYS) AND VOLLEYBALL (GIRLS) - HEAD			
LEVEL 1	5311	5550	5800
LEVEL 2	6180	6458	6749
LEVEL 3	7079	7397	7730
SOCCER (GIRLS I BOYS) AND VOLLEYBALL (GIRLS) - ASSIST.			
LEVEL 1	3982	4162	4349
LEVEL 2	4659	4868	5087
LEVEL 3	5196	5430	5674
GOLF, TENNIS, BOWL, X-COUNTRY, INDOOR TRACK, CHEERLEADERS - HEAD			
LEVEL 1	3447	3603	3765
LEVEL 2	4033	4214	4404
LEVEL 3	4630	4839	5057
GOLF, TENNIS, BOWL, X-COUNTRY, INDOOR TRACK, CHEERLEADERS - ASSIST.			
LEVEL I	2561	2707	2829
LEVEL 2	3045	3182	3325
LEVEL 3	3460	3616	3778
ATHLETIC TRAIN.	15462	16158	16685
EQUIP. MANAGER	7808	8160	8527

Schedule E
Non-Athletic Extracurricular Activities
2006 - 2009

ADVISORS			
	2006/07	2007/08	2008/09
Academic Competition	3339	3489	3646
Club Sponsors	652	681	712
Fashion Show			
Director	1952	2040	2132
Tech. Director	1424	1488	1555
Honor Societies			
National	1705	1782	1862
World Language	1705	1782	1862
Lighthouse	1505	1573	1643
Plays			
Director	3064	3202	3346
Assist. Director	1797	1878	1963
Scenery	1154	1206	1260
Musical			
Director	3454	3609	3772
Asst. Director	2878	3007	3143
Scenery Coordinator	2302	2406	2514
Pit Director	2302	2406	2514
Vocal Director	2302	2406	2514
Class			
Eighth Grade	596	622	650
Freshman Class	1003	1048	1096
Sophomore Class	1003	1048	1096
Junior Class	1705	1782	1862
Senior Class	2004	2095	2189
Student Activities Tech.	7808	8160	8527
Student Council			
Elementary	744	778	813
High School	1903	1989	2078
Yearbook			
Elementary	744	778	813
High School	6535	6830	7137

* These stipends are based on preparation of students, dress rehearsal, and two during the week performances. (They do not include Saturday or Sunday Matinee. A weekend performance schedule must increase the stipends by \$125 per position.)

Band			
Band Director (Elem.)	1653	1728	1805
Band Advan. (Elem.)	1653	1728	1805
Band Begin. (Elem.)	1653	1728	1805
Marching Band			
Band Master			
Level 1	5090	5319	5559
Level 2	5646	5900	6166
Level 3	6206	6486	6777
Field Instructor	2028	2120	2215
Band Master Assistant	3240	3385	3538
Chorus (Elem. 5-6)	903	944	986
Chorus (Elem. 7-8)	903	944	986
Ensemble	1004	1049	1096
Percussion Instructor	1391	1453	1519
Marching Flag Squad Advisor	2028	2120	2215
Flag Squad Instructor	1391	1453	1519
Misc.			
Calling Clerk	5207	5442	5686
Cooperative Indus. Ed.	17516	18305	19128
Instructional Council	928	970	1013
RTK/Chem. Hyg. Off.	4952	5175	5408
Smoking Coordinator	3124	3264	3411
Student Support Team-English	6596	6893	7203
Student Support Team-Guide.	6596	6893	7203
Student Support Team-Math	6596	6893	7203
Student Support Team-Sci.	6596	6893	7203
Student Support Team-Soc. St.	6596	6893	7203
District Web Manager	7000	7315	7644
Enrichment Coordinator	4228	4418	4617
Black Seal License	595	635	678

Schedule F
Custodian/Secretary Differentials
2006 - 2009

	2006/07	2007/08	2008/09
Bus Driver	877	937	1000
Bus Driver/Maintenance	1504	1605	1714
Bus Driver/Maintenance/Custodian	1504	1605	1714
Custodian/Driver/Maintenance	1002	1070	1142
Grounds/Emergency Responder	9505	10147	10832
Custodian Coordinator	5941	6342	6670
Floater	753	803	858
Head Custodian - Elementary	1504	1606	1714
I-lead Custodian - High School	2506	2676	2856
Head Custodian - H.S. (Night)	2194	2342	2500
Maintenance	1818	1940	2071
Maintenance Coordinator	7521	8028	8570
Night Custodian	877	937	1000
	2006/07	2007/08	2008/09
Secretary	1269	1342	1419
Assoc. Bookkeeper/Payroll	2783	2783	2783
High School Treasurer	5037	5037	5037

INDEX
Contractual Agreement

Absences				Salary	
Calling clerk - secretary	14	Family illness	29	Adjustments to	31
Deduction for	25	Personal days	27	Deductions for	
Physician's note for	24	Professional days	28	Dues	35
Appointments	9	Professional offices	29	Leaves of absence	28
Attendance		Quarantine	27	Guides	
Annual bonus	25	Renewal of	29	Custodian	39
Retirement bonus	25	Return from	30	Secretary	40
Calendar	20	Sabbatical	26	Teacher	41
Call time	10	Salary deductions	28	In-Service Credit Toward	32
Coffee breaks	14	Limitation of Agreement	36	Longevity	30-31
Committees		Longevity	30-31	Settlement	30
Central Liaison	21	Lunch duty	17	Save Harmless Provision	36
Instructional Council	22	Meetings		Schedule, Notification of	6
Professional Development	21	Curriculum	17		
School Liaison	21	Faculty	17	Seniority	
Complaints	9	Release time for LEA	17	Custodian	12
Credit Union	32	Custodian	12	Secretary	15
		Secretary	14	Shortened Day	11
Definitions		Mileage	10		
Of Custodian	1	Overtime		Sick Days	
Of Secretary	1	Custodians	11	Accumulation of	24
Of Teacher	1	Secretary	14	Deductions	24
Direct Deposit	32	Paydays		Number of	23
		Direct deposit	32	Personal Days accrue as	28
Disciplinary Action	7	Final check	32	Prorating of	24
Meeting on	7	Salary payment option plan	32	Statement of Unused	24
Notice of	7	Pay Scales		Single-session Days	
Representation at	7	Black Seal License	44	Back-to-School Night	18
Duration of Agreement	37	Call time	10	Graduations	18
		Class coverage	18	Prior to Vacations	
Evaluation	22	Evening duties	13	Secretary	16
Conference about	23	Home Instruction	10	Teacher	18
Copy of	23	Instructional Council	22	Superintendent Designated 18	
Response to	23	Lunch duty	17	Stipends	
Secretary	23	Mileage	19	Athletics	42
Signature on	23	Reimbursement for	19	Custodian Differentials	45
Evening Duties	18	Overnight field trips	19	Non-Athletics	43
Eyewear Damage	11	Overtime		Student Grading	6
Final Check	32	Custodian	11	Student Supervision	7
		Secretary	14	Tenure	
Grievance		Saturday Detention	20	Custodian	13
Definition of	3	Summer Work	20	Secretary	14
Filing of	5	Personal Day	27	Transfers	9
Limitation of	5	Accrue as sick leave	28	Uniform Allowances	13
Procedures	4	Posting of Jobs	9	Vacations	
Time periods	4	Privatization	2	Custodian	13
Suspension of	6	Professional Days	28	Secretary	14
Health Benefits		Reduction in Force (RIF)		Work Year	
Dental	33	Custodian	12	Secretary	14
Medical	32	Secretary	15	Teacher	16
Optical	33	Vacation Days & RIF		Custodial Work Day	
Prescription	33	Custodian	12	Work Hours	10
Holiday Schedule	12	Secretary	15	Work Week	11
		Rights & Responsibilities		Secretarial Work Day	
Identification	6	Association	8	Work hours	14
Indemnification	36	Employees	6	Teacher Work Day	
Leaves of Absences		Management	37	Elementary	16
Adoption	29			High School	16
Child rearing	29				
Court subpoena	27				
Death	27				
Extended	29				
Extension of	29				

HORIZON^BLUE CROSS BLUE SHIELD OF NEW JERSEY
HORIZON' PPP BENEFITS
Lyndhurst Board of Education

In-Network - The payment for eligible expenses when services are provided by a BlueCard PPO hospital or Physician. BlueCard PRO Hospitals include those in the Horizon Hospital Network—as well as those that other BCBS organizations have identified as in their BlueCard Network. Likewise, BlueCard PPO Physicians include those in Horizon's Traditional Network, as well as those who participate in other ECHO organizations BlueCard network. BlueCard PPO provides a higher level of benefits for in-network care and members do not have to file claims. Horizon BCBSNJ reimburses at the applicable allowance after any deductible, coinsurance, or copay. Once a member reaches the out of pocket maximum Horizon BCBSNJ pays 100% of the applicable allowance for the rest of the year. Network providers accept this allowance as payment in full.

Out-of-Network - The payment for eligible services that are not provided by a BlueCard PPO Hospital or Physician. The member may see any physician if he/she is willing to pay a greater share of the costs, Horizon BCBSNJ reimburses up to the allowance level after any applicable deductible, coinsurance or copay. The non-participating reimbursement schedule is [90th percentile HLAA.]; Once the member reaches the out of pocket maximum, Horizon BCBSNJ pays 100% of the allowance for eligible services for the rest of that year. The member is responsible for complying with all utilization review and cost containment programs. Out-of-network providers may balance bill the member to charges.

	In-Network	Out-of-Network
ALL SERVICES		
Benefit Period	Calendar Year	
Deductible	None	\$ 100 indiv./two indiv per family
Coinsurance	80%	80%
Out-of-Pocket Maximum (Services are reimbursed at 100% after out-of-pocket maximum is reached)	400 per indiv./two indiv. per family	
Maximums		
Benefit Period		Unlimited
Lifetime		Unlimited
HOSPITAL/FACILITY SERVICES		
Inpatient Services		
Room &, Board (semi-private room)	100/1	80 % after deductible
Intensive Care & Other Hospital Services (therapy/diagnostic services, blood administration, general nursing, operating room, etc..)	100%	80% after deductible
Maternity benefits	100%	80 % after, deductible
Organ Transplants (Includes ABMT)	100%	80% after deductible
Outpatient Services		
General Medical Care	100%	80% after deductible
Hospital Services (operating room, blood administration, general nursing, therapy/diagnostic services, etc.)	100%	+30% after deductible
Pre-Admission Testing	100%	80% after deductible
Medical Emergency/Accidental Injury	100% after \$35 copay \$35 copay applies to facility charges	
Surgical Center	100%	90% after deductible
Skilled Nursing Facility	100%	80% after deductible
		Unlimited
Home Health Care	100%	80% after deductible
		Unlimited
Hospice Care	100%	80% after deductible \$10,000 lifetime maximum

The Out-of-Pocket Maximum is combined in and out of network and is combined for Hospital/Facility, Professional and Supplemental services. All copayments, deductibles and coinsurance count towards the Out-of-Pocket maximum.

	In-Network	Out-of-Network
PHYSICIAN SERVICES		
Inpatient Services ;		
Medical Care (including Consultations)		80% after deductible
Surgical Services including assistant surgeon and anesthesia I	100%	80% after deductible
Obstetrical Services (i.e., normal delivery, cesarean section, abortion)	100%	80% after deductible
Diagnostic/Therapy Services	100%	80% after deductible
Outpatient/Out-of-Hospital Services		
Office Visits (including allergy testing, related diagnostic/therapy services) when medically necessary	100% after \$10 copay	80% after deductible
Medical and Surgical Care including Related diagnostic/therapy services)	100%	90% after deductible
Diagnostic X-ray and Lab	100%	80% after deductible
OB/Gyn Exam for medically necessary services	100% after \$10 copay	80% after deductible
Maternity Care	100% after \$10 copay	80% after deductible
Infertility Services (includes in-vitro fertilization per NJ Mandate)	100% after \$10 copay	4 egg retrievals per lifetime
Well Child Care (through age 19)	100% after \$10 copay	80% (no deductible)
Child Immunizations/Lead Screening (NJ Mandate)	100% after \$10 copay	Unlimited
Routine Physicals (beginning at age 20) (includes NJ Pap, Mammography, Prostate & Health Wellness Mandates)	100% after \$10 copay One routine physical exam and pap smear or prostate screen mammography between ages 35 and 40;	80% (no deductible) OB/Gyn exam per year. One routine per calendar year. One baseline and 40
Short Term Therapies, Physical, Speech Occupational, Cognitive Rehabilitation Therapy (Limit of 3 modalities per Visit.)	100% There is a maximum of (30)	80% after deductible visits for each therapy per benefit period
Therapeutic Manipulations	100% after \$10 copay (30) visits per benefit period	80% after deductible
SUPPLEMENTAL SERVICES		
Ambulance (Ground Transport On)y)	90% after deductible	80% after deductible
Air Ambulance	80% after deductible	80% after deductible
Private Duty Nursing	80% after deductible 240 hours per benefit period subject to medical necessity,	80% after deductible services of an RN or LPN are eligible out-of-hospital only
Durable Medical Equipment	80% after deductible	80% after deductible
Diabetic Supplies & Education (NJ Mandate)	80% after deductible	80% after deductible
Prescription Drugs	Copays Only	Copays Only
Wigs (following chemotherapy or burns)	80% after deductible 80% after deductible \$500 maximum per benefit period	
Blood Charges	80% after deductible	80% after deductible

	In-Network	Out-of-Network
MENTAL HEALTH/SUBSTANCE ABUSE		
Inpatient Services	100%	80% after deductible
Outpatient Services	Covered at 80% up to 30 visits per BP in eligible expenses subject to deductible	Covered at 80% up to 30 risks per BP in eligible expenses. subject to deductible
All inpatient Mental Health-Substance Abuse Care services must be coordinated through the Horizon BCBSNJ/Magellan Behavioral Health Program. Alcoholism and Biologically Based Mental Illnesses will be paid as any other medical condition pursuant to the NJ state mandates.		
COST MANAGEMENT		
Catastrophic Case Management		include
ELIGIBILITY		
Children covered to the end of the calendar year in which they turn age 25. Full-time students covered until the end of the calendar year they reach age 25 or until the end of the month during which their full-time student status ends. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to age 25. Dependent children are ineligible for Maternity/Obstetrical Benefits.		

