

AGREEMENT

between the

ATLANTIC CITY HEAD CUSTODIANS'

ASSOCIATION

and the

ATLANTIC CITY BOARD OF EDUCATION

July 1, 2010

through

June 30, 2013

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
Article I	Recognition	3
Article II	Negotiations Procedure	4
Article III	Grievance Procedure	5
Article IV	Rights of the Parties	8
Article V	Association Rights	9
Article VI	Work Year	10
Article VII	Daily Work Hours and Schedule	12
Article VIII	Employment Procedures	12
Article IX	Employee Evaluation	14
Article X	Employee-Administration Liaison	14
Article XI	Sick Leave	15
Article XII	Temporary Leaves of Absence	15
Article XIII	Maternity & Child Rearing Leave	16
Article XIV	Insurance Coverage	17
Article XV	Deductions from Salary	19
Article XVI	Salary	20
Article XVII	Tuition Reimbursement	21
Article XVIII	Miscellaneous Provisions	23
Article XIX	Representation Fee	23
Article XX	Duration of Agreement	25
Appendix A	Salary Schedule	26
Appendix B	Longevity	27
Appendix K	Details of the Plan	28

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 Custodial Forepersons, excluding all others.

1.2 Unless otherwise indicated, the term "employees", when used hereafter in this Agreement, shall refer to only those employees represented by the Association in the negotiating unit as above defined, and reference to male employees shall also include female employees.

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 October 15 their complete list of demands. On or about December 15, the Association officers shall be available to meet with the Board representatives, the Assistant Superintendent for Operations (if requested by the Board), or other representatives of the Atlantic City School District, 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.

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.

2.5 Providing that no more than three (3) employees are involved and attendance does not interfere with or create work problems, such members of the bargaining unit, who are mutually scheduled by the parties hereto to participate during working hours in negotiation or grievance procedures respecting the Collective Bargaining Agreement, will suffer no loss in pay.

ARTICLE III
GRIEVANCE PROCEDURE

3.1 Definition

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

3.1.2 A grievance to be considered under this procedure must be initiated, in writing, ten (10) calendar days from the time when the grievant knew or should have known of its occurrence.

3.2 Procedure

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

3.2.2 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.

3.2.3 The Association may initiate a grievance on behalf of a group of employees. If the grievance concerns a matter over which the employee's Supervisor exercises control, the grievance shall be initiated on the level of the Supervisor. Otherwise, it may be initiated on the Assistant Superintendent for Operations level.

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

3.2.5 When a grievant is not represented by the Association in the processing of a grievance, the Association shall be notified at the time of submission of the grievance to the Assistant Superintendent for Operations that the grievance is in existence. The Association may be present at the grievance hearing and any later hearings and may present its viewpoint in writing to be attached to the grievance papers.

3.3 An employee grievant, who has an alleged grievance, shall discuss it first with his or her Supervisor in an attempt to resolve the matter informally at that level. The employee's Supervisor shall give his or her decision within seven (7) school days.

3.3.1 The employee grievant, no later than three (3) school days after receipt of the decision of the Supervisor, may appeal the decision to the Assistant Superintendent for Operations. The appeal to the Assistant Superintendent for Operations must be made in writing, with a copy to the Supervisor, specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury;
- c. the results of the previous discussions; and,
- d. his or her dissatisfaction with decisions previously rendered.

The Assistant Superintendent of Operations 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 for Operations shall communicate his decision in writing to the employee grievant and the Association.

3.4 If the grievance is not resolved to the grievant's satisfaction, s/he, no later than five (5) school days after receipt of the Assistant Superintendent for Operations' decision, may request a review by the Board. The request shall be submitted, in writing, through the Assistant Superintendent for Operations 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, at the option of the Board, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and the Association within thirty (30) calendar days of receipt of the appeal, or if a hearing is granted, within ten (10) calendar days of the date of the hearing. The referred-to hearing, if granted, shall be held within seven (7) calendar days after the meeting at which the decision is made by the Board to hold the hearing. The Assistant Superintendent for Operations shall notify the Association immediately if the Board decides not to hold a hearing.

3.5 If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and s/he 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 Assistant Superintendent for Operations within twenty (20) school days of the receipt of the Board's decision; however, the Board's decision shall be final and binding on the grievances 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 Any matter which, according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

3.6 The following procedure shall be used to secure the services of an arbitrator:

3.6.1 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.

3.7 The Arbitrator shall limit him/herself to the issue(s) submitted to him or her and shall consider nothing else. S/he can add nothing to nor subtract anything from the Agreement between the parties or from any policy of the Board of Education. The Award of the Arbitrator shall be binding. The Arbitrator shall specify his/her findings of fact and conclusions of law in a written opinion. The parties shall request the Arbitrator to issue his/her opinion within thirty (30) days from the close of hearings. An arbitrator's failure to act within the said thirty (30) day period shall not void his or her award.

3.8 The costs for the services of the Arbitrator, including per diem expenses, if any, actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

3.9 In the event a grievance is brought up for consideration at the end of a school year and if the employee's Supervisor 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

RIGHTS OF THE PARTIES

4.1 The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights.

4.1.1 The executive management and administrative control of the Atlantic City School District and its properties and facilities and the activities of its employees;

4.1.2 To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

4.1.3 To suspend, demote, discharge or take other disciplinary action according to law; and,

4.1.4 The Board shall have the unfettered right to determine an employee's initial salary and placement on the salary guide.

4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

4.3 Nothing contained herein shall be construed to deny or restrict the Board of the powers, rights, authority, duties, and responsibilities under R.S. 18A, R.S. 40 or 40A, or any other national, state, county or local laws or ordinances.

4.4 Nothing contained herein shall be construed to deny or restrict from any employee or the Board such rights as either may have under New Jersey School Laws or other applicable laws and regulations.

4.5 No 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.

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

4.7 Whenever any employee is required to appear before the Board or any committee 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 increments pertaining thereto, then s/he 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.

ARTICLE V

ASSOCIATION RIGHTS

5.1 The Board agrees to furnish to the Association 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 the hiring, suspension, termination, or acceptance of the resignation of any bargaining unit member. Said notification will be provided within ten (10) days of the board meeting.

5.2 The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration.

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

5.4 The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of all such meetings. No approval shall be required.

5.5 The Association may, with the permission of the Principal or the party in charge of the equipment, and such individual must be satisfied that the equipment can be properly used, use school facilities and equipment, including typewriters, mimeographing machines, other duplication equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

5.6 Subject to the following conditions, the Board shall grant to the President of the Association or his/her designee up to three (3) days leave of absence, with pay for Association business.

5.6.1 No building may be left unattended.

5.6.2 The Assistant Superintendent for Operations, the employee's immediate supervisor and the Principal must be given sufficient advance notice.

5.7 The Board shall grant up to two (2) days leave of absence to each of two (2) representatives of the Association to attend conferences, meetings and/or formal workshops relating to Association business.

5.8 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 VI

WORK YEAR

6.1 The time worked between July 1 of the preceding calendar year and June 30 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 for twelve (12) month employees.

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

a. During 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. From the beginning of the eleventh (11th) year of continuous employment, twenty (20) working days.

e. The scheduled time for vacations shall be upon the approval of the employee's supervisor and the Assistant Superintendent for Operations. Subject to the foregoing, vacations may be used year round.

f. Vacation days will be carried over from one contract year to the next, provided that in no event shall the employee carry over more than one (1) years' worth of

vacation entitlement, in total, and such carry overs will not be compensated for upon separation of employment.

6.2.1 Vacation allowances are based upon time worked in the Atlantic City school system.

6.3 Holidays

6.3.1 Holidays for which the employee shall receive his/her pay but for which s/he cannot be required to work except in the event of an emergency:

1. July 4
2. Labor Day
3. Columbus Day
4. Veterans' Day
5. Election Day (if schools are closed)
6. Thanksgiving Day
7. December 24th
8. December 25
9. December 31st
10. January 1
11. Martin Luther King Day
12. Lincoln's Birthday
13. President's Day
14. Good Friday
15. Memorial Day

6.3.2 In the event any of the above holidays fall on a Sunday, the employee shall receive either the preceding Friday or the following Monday as the holiday. In the event any of the above holidays fall on a Saturday, the employee shall not be entitled to any pay or compensatory time.

6.3.3 In addition to those holidays set forth in Article 6.3.1, the employee 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 for Operations.

ARTICLE VII

DAILY WORK HOURS AND SCHEDULE

7.1 The normal work day for Custodial Forepersons shall be eight (8) hours between 6:00 AM and 9:00 PM, Monday through Friday, as determined or set by the employee's supervisor, with one (1) unpaid hour for lunch.

7.2 The work week for Custodial Forepersons shall consist of forty (40) hours, excluding lunch.

7.3 Overtime for Custodial Forepersons shall commence upon the completion of forty (40) hours actually worked, not including paid leave time.

7.4 All Custodial Forepersons shall, on those Jewish holidays that children are not in school, work from 8:00 AM to 12:00 noon and eat lunch thereafter.

7.5 Payment for any time worked on a designated holiday shall be computed at time and one half (1 1/2%).

7.6 An employee who is called into work at a time other than his regular work day shall be paid for a minimum of two (2) hours at time and one half (1-1/2%). If the employee works for more than two (2) hours, he/she shall be paid for the time actually worked. It is understood that this minimum guarantee is not for time worked contiguous to the normal work day.

ARTICLE VIII

EMPLOYMENT PROCEDURES

8.1 Employees shall be required to serve a probationary period of ninety (90) consecutive calendar days, during which they may be discharged at the sole discretion of the Board (and no grievance may be filed). During the probationary period, employees shall be paid at a hiring rate to be set by the Board. During probation, the Board agrees to provide 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. Upon satisfactory completion of said probationary period, an employee shall be issued an employment contract, and all time worked from initial date of hire shall be counted towards seniority, increment credit and for pension purposes.

8.1.1 The Superintendent or designee shall be permitted to place a newly employed individual, with prior experience and qualified skills, on a step not higher than Step 5 of the salary guide. (Experience and qualified skills language to be determined and mutually agreed upon by the parties)

8.2 Any employee contracted by January 1 of any school year to the closing of that year shall be given full credit for one (1) year of service toward the next increment step for the following year.

8.2.1 The Assistant Superintendent for Operations may, in his/her sole discretion, grant credit greater than that itemized in this paragraph if the circumstances make such excess necessary.

8.3 The salaries of all employees covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part hereof.

8.4 In the event that changes in assignment are made by the appropriate administrator, the employee affected shall be notified promptly. 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. Employees must provide documentation seeking reimbursement within seven days of travel. The rate of pay for mileage shall be equal to that paid by the State of New Jersey.

8.5 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.

8.6 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-Human Resources and the Assistant Superintendent-Operations. A copy of same will be sent to all principals concerned by the Human Resources Department no later than May 1.

8.7 As soon as is practicable, the Assistant Superintendent for Operations or his/her designee shall notify the Association regarding the names of all employees who have been reassigned or transferred.

8.8 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.

8.9 Employees shall be notified of their contract and salary status for the ensuing year by June 30th or upon completion of negotiations for a new or changed Collective Bargaining Agreement, whichever shall come later.

8.10 All members of the bargaining unit 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:

8.10.1 The member of the bargaining unit must notify the Assistant Superintendent-H.R. at least eight (8) months prior to the member's retirement date.

8.10.2 If the member of the bargaining unit fails to notify the Assistant Superintendent-H.R. eight (8) months prior to the member's retirement date, the member of the bargaining unit shall receive his retirement bonus the first school year subsequent to the year in which he retires.

8.10.3 All retirement bonuses shall be computed by taking the number of the bargaining unit member's unused accumulated sick leave days as of his/her retirement date and dividing the number by two. The figure so achieved shall be multiplied by seventy-five dollars (\$75.00) and the resulting sum up to a maximum of fourteen thousand dollars (\$14,000.00) shall be the individual member of the bargaining unit's retirement bonus.

ARTICLE IX

EMPLOYEE EVALUATION

9.1 Any written evaluation of an employee shall be shown to the employee and s/he shall sign it to indicate that s/he has so seen it. The employee shall be given a copy of his/her evaluation and s/he 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 X

EMPLOYEE-ADMINISTRATION LIAISON

10.1 Three (3) times a year, upon request by the Association, a committee may meet with the Assistant Superintendent for Operations to discuss any problems other than those related to negotiations or grievances.

ARTICLE XI

SICK LEAVE

11.1 Twelve-month employees shall receive twelve (12) days sick leave which shall be credited on July 1 each year. Such sick leave days shall be allowed to accumulate and be used as needed in subsequent years.

11.2 On a case-by-case basis, in the event of an extended verified illness which goes beyond the accumulated sick leave, an employee may be granted additional sick leave by the Superintendent and the Board, less the cost of the substitute.

11.3 In computing a salary deduction, 1/240th of the contract salary shall be deducted for each day's absence for twelve (12) month employees.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCES

12.1 An employee may receive up to a maximum of three (3) days of personal leave with reason given and with sufficient notice to the administration except in the event of an emergency. Such days of personal leave must be used to handle obligations which cannot be completed during school time and shall include religious holidays and may be used for illness in the immediate family. Personal leave days may be taken as whole days or half-days 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. Personal leave days which are not used in any one (1) school year shall accumulate to the credit of the employee as 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 beginning July 1 of that school year.

12.1.1 An employee shall be permitted to attend:

- (a) their own class reunion; or,
- (b) graduation exercises for their own graduation, or the graduation of their spouse or children, only under the following circumstances:
 - (1) such absence must be to attend the actual graduation or class reunion which must actually take place during the employee's normal work day; and,
 - (2) the request must be made in writing to the Superintendent or his/her designee at least fourteen (14) work days in advance of

the absence. If any such absence is not taken under the within provisions of Article 12.1.1, such absence shall cause a deduction of the amount of a substitute's pay from the employee's pay.

12.2 An employee shall be granted up to five (5) continuous working days 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, grandparents, grandchildren, legal guardian, step-parents or any other person domiciled in the same household as the employee. If, in the judgment of the Superintendent, circumstances warrant, the Superintendent may grant additional leave. A reasonable proof of death and/or relationship shall be required in any case of death leave.

12.3 One (1) employee member of the Association mutually selected by the Assistant Superintendent for Operations and the Association shall be permitted to attend the New Jersey Education Association convention held annually in Atlantic City.

12.4 Any employee serving on Jury Duty shall receive his full salary, less the amount of any Jury Duty pay, for the time served, provided that the Board must be given the opportunity to request a postponement of the Jury Duty if it so desires.

ARTICLE XIII

MATERNITY AND CHILD REARING LEAVE

13.1 Leave

13.1.1 Child-rearing leave, without pay, shall be granted to an employee with a child provided application for such leave is made in writing at least thirty (30) days prior to the beginning of such leave. Such leave shall not exceed a period of twenty-four (24) months.

13.1.2 If an employee intends to return to work on an earlier date than that stated in his/her initial application, notice must be made in writing prior to the date of the earlier return.

13.2 Return from Leave

13.2.1 Personnel returning from a child rearing leave will be placed on the latest salary guide with employees of equal experience. No experience credit will be given for the period of said leave unless the employee has worked at least six (6) months in the year that the leave commences or in the year the employee returns.

13.2.2 Personnel returning from a child rearing leave shall be restored to a Custodial Foreperson's position, but not necessarily at his/her previous work location.

13.3 Benefits: An employee on child rearing leave shall not be entitled to any health benefits but shall be entitled to pay for continuation of any or all of those benefits at the Board's cost. Nothing herein is to preclude the usage of the Family Leave Act and Board payment of benefits as mandated by said Act.

13.4 Adoption: Any employee adopting an infant child up to two (2) years of age shall receive similar leave which shall commence upon receiving de facto custody of said infant or earlier if necessary to fulfill the requirements of adoption.

13.5 Non-Tenured Staff: The Board need not grant child rearing leave to a non-tenured employee beyond the contract year in which the leave is obtained.

13.6 Sick Leave Utilization: Nothing herein is intended to preclude bona fide sick leave utilization in accordance with N.J.S.A. 18A:30-1 et seq. before or after birth of a child, nor shall such employee be precluded from returning to work because of such illness. The Board may request a physician's certificate that the employee is able to return to work or to verify the absence of said employee.

13.7 Extension of Leave: Extensions beyond the twenty-four (24) months may be granted on a case by case basis by the Board upon receipt of a written request by the employee stating the extenuating circumstances necessitating such extension. The decision to grant the extension resides solely with the Board.

ARTICLE XIV

INSURANCE COVERAGE

14.1 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 coverage's set forth in Schedule K must be available through a network of providers that is at least as broad as that currently in place through the Blue Cross/Blue Shield of New Jersey Network of Participating Providers.

14.2 The Board of Education shall provide either a self-insured eyeglass plan or an insured plan covering employees and their families. The level of all benefits shall be consistent with the

plan summary reflected in Appendix "K" of the Collective Negotiations Agreement between the Atlantic City Board of Education and the Atlantic City Education Association (ACEA), dated July 1, 2010 to June 30, 2013. 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 that Appendix and in no event shall exceed three hundred dollars (\$300.00) per year.

14.3 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.

14.3.1 If there is disagreement as to whether the proposed new plan is at least comparable, 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 14.3 above.

14.4 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 descriptions from the carrier.

14.5 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.

14.5.1 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.

14.5.2 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.

14.5.3 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.

14.5.4 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.

14.5.5 Notwithstanding the above, an employee who has a change in status (e.g., termination of employment, death, separation, divorce, etc.) which causes the employee to lose his/her alternate health insurance coverage shall be entitled to re-enroll in the health plan during the year provided the employee provides the Board with notice of the change of status within sixty (60) days of the event causing such change. The Board's obligation for the cash option shall be prorated for the employee subject to a change in status. If the district's health plan does not accept the employee, the district will find a comparable plan and pay the premium up to the current amount paid for the employees in the district's plan. Additional costs above the current cost incurred will be the responsibility of the employee. The employee will be re-enrolled in the district's plan at the first permissible date

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

ARTICLE XV

DEDUCTIONS FROM SALARY

15.1 The Board agrees to deduct from the salaries of its employees dues for the Atlantic City Head Custodians' Association, the New Jersey Education Association, the Atlantic County Council of Education Associations, or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to

deduct. Such deductions shall be made in compliance with Chapter 223, N.J. Public Laws of 1969 (NJSA 52:14-15.9e) 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 15th of each month following the monthly pay period in which the deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

15.2 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.

15.3 The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon the salary deduction authorization forms submitted by the Association to the Board.

ARTICLE XVI

SALARY

16.1 The Atlantic City Board of Education proposes to provide an annual percentage increase of 2.8% of the agreed upon scatter gram attached hereto as Appendix A for each of the years included in this contract: 2010-2011, 2011-2012, and 2012-2013.

16.2 The Association may, at their request, request that the total amount of new money be distributed in accordance with the will of their members rather than by specific percentages, provided that the total amount to be paid by the Board of Education to the Association as a whole shall not exceed the money which would be due and owing to the Association as a whole under the schedule of percentages set forth in Appendix A.

16.3 Each employee qualifying shall receive longevity payments based solely upon his/her service as a contracted employee in the Atlantic City School District as per Appendix B of this Contract.

16.4 Overtime pay shall be paid no later than the second (2nd) paycheck after the work period in which the overtime was worked.

16.5 Upon receipt of a black seal certificate, each custodial foreperson shall be entitled to an annual payment of six hundred dollars (\$600.00).

ARTICLE XVII
TUITION REIMBURSEMENT

17.1 Employees shall receive three hundred nineteen dollars (\$319.00) in addition to their salary each year after thirty-two (32) credits of college are completed and an additional three hundred nineteen dollars (\$319.00) payment upon completion of sixty-four (64) credits.

17.2 All newly employed custodial forepersons 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.

17.3 Tuition Reimbursement shall be made on the following conditions:

- (a) One hundred percent (100%) of course expenses for a grade of "B" or better
- (b) No reimbursement shall occur for any course grade of a "C" or less.

For the 2011 – 2012 school year, custodial forepersons will be reimbursed for tuition up to eighteen (18) credits annually at the Rowan University per credit rate plus all applicable fees, provided the following conditions are met:

- (i) Payments will be made for undergraduate college or university or other institution which grants credits for application to a degree.

For the 2012-2013 school year, support staff members will be reimbursed for tuition up to (15) credits annually at the Rowan University per credit rate plus all applicable fees, provided the following conditions are met:

- (i) Payments will be made for undergraduate college or university or other institution which grants credits for application to a degree.

For the 2012 – 2013 school year, custodial forepersons will be reimbursed for tuition up to fifteen (15) credits annually at the Rowan University per credit rate plus all applicable fees, provided the following conditions are met.

- (i) Payments will be made for undergraduate college or university or other institution which grants credits for application to a degree.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

18.1 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 in negotiation of a successor Agreement.

18.2 This agreement shall be retroactive to July 1, 2010.

18.3 No employee shall purchase any materials without first securing the proper purchase order.

18.4 The Board and the Association shall each pay one-half (1/2) of the cost of the final printing of this contract agreement. The number of copies and the form shall be mutually agreed upon.

18.5 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of the Agreement as 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 shall continue to be so applicable during the term of this Agreement.

18.6 Those Custodial Forepersons who are requested by the Administration or the Board to take a special course for a Black Seal Certificate shall have the fee and reasonable expenses paid for by the Board. Successful completion of the course shall be a requisite for such payment and this completion shall be noted in the employee's personnel file. Upon receipt of a black seal certificate, an employee shall be entitled to an annual payment in accordance with Article 16.5 of the within Agreement.

18.7 The School Business Administrator, Assistant Superintendent for Operations or designee will notify the Custodial Foreperson concerned of all outside use of buildings in writing forty-eight hours prior to such use except in cases of emergency.

18.8 In the event of a breaking-and-entering, no Custodial Foreperson will be required to enter the affected building at night without police protection.

18.9 All requisitions for supplies made by Custodial Forepersons approved by the relevant supervisor will be supplied as soon as possible.

18.10 Each Custodial Foreperson shall be provided with three (3) sets of uniforms. One (1) new set will be provided every eighteen (18) months, or sooner, if, in the Board's opinion, replacement is necessary.

18.10.1 The specifications for the uniforms shall be set by the Board, in consultation with the Association.

18.11 Prior to any custodian being assigned to a school, the Custodial Foreperson of the school shall have the opportunity to interview said custodian and offer his input as to the custodian's qualifications and abilities. It is understood that the final decision regarding hiring and assignment rests solely with the Board of Education.

ARTICLE XIX

REPRESENTATION FEE

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

19.1.1 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.

19.1.2 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.

19.1.3 A statement establishing the amount of yearly representations 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.

19.1.4 A list of all members 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.

19.2 Beginning with the first full pay period in November, the Board will commence deductions from salaries of such members, in accordance with Paragraph 18.3 below, of the full amount of the Representation Fee and will promptly send the amount so deducted to the Association.

19.3 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 remainder of the membership year in question.

The deductions will begin with the first paychecks:

19.3.1 In November; or,

19.3.2 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 deduction 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.

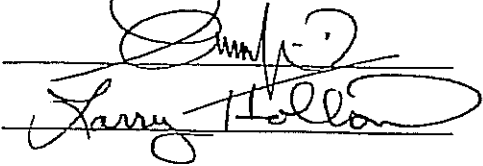
19.4 On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

19.5 The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

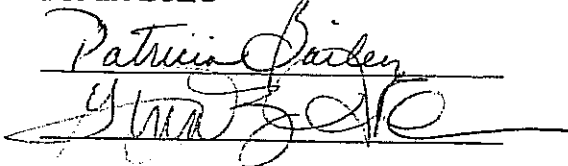
ARTICLE XX
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2010 and shall remain in effect until June 30, 2013, except as noted herein.

For the Association



For the Board



APPENDIX A
 ATLANTIC CITY HEAD CUSTODIANS' ASSOCIATION
 CUSTODIAL FOREPERSONS' SALARY SCHEDULE

STEP	2010 - 2011	2011-2012	2012-2013
1	43,300	43,508	43,925
2	44,505	44,719	45,148
3	45,710	45,929	46,369
4	46,814	47,039	47,490
5	48,421	48,653	49,120
6	50,145	50,385	50,868
7	51,149	51,394	51,887
8	52,153	52,403	52,906
9	53,157	53,412	53,924
10	54,161	54,420	54,942
11	55,165	55,429	55,961
12	56,169	56,438	56,979
13	57,173	57,447	57,998
14	58,679	58,960	59,526
15	59,878	60,165	60,742
16	60,965	61,258	61,845
17	63,965	63,399	64,007
18	64,602	64,912	65,535
19	65,807	66,123	66,757

APPENDIX "B"

LONGEVITY

	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
At 10 Years	814	814	814
At 15 Years	814	814	814
At 20 Years	1,183	1,183	1,183
Total	2811	2811	2811

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

EMPLOYER: ATLANTIC CITY BOARD OF EDUCATION

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

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

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

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

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

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

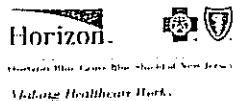
COVERAGE FOR NEW EMPLOYEE DEPENDENTS (Incl. Children to Age 26) IS:
* Contributory *** Non-Contributory

THE FOLLOWING BENEFITS ARE PROVIDED:

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

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

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



BLUECARD PPO DESIGN 1

Atlantic City Board of Education

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

BLUECARD PPO DESIGN 1
Atlantic City Board of Education

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

BLUECARD PPO DESIGN 1
Atlantic City Board of Education

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

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

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

Services and products provided by Horizon Blue Cross Blue Shield of New Jersey, an independent licensee of the Blue Cross and Blue Shield Association.
 © Registered marks of the Blue Cross and Blue Shield Association.
 ® and SM Registered and service marks of Horizon Blue Cross Blue Shield of New Jersey. © 2008 Horizon Blue Cross Blue Shield of New Jersey.
 Three Penn Plaza East, Newark, New Jersey 07102

PRESCRIPTION DRUG CO-PAY SUMMARY

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

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

VISION BENEFITS PROGRAM

SERVICE FREQUENCY:

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

100% employer paid with no co-pay

BENEFITS FROM AN IN-NETWORK PROVIDER

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

BENEFITS FROM A NON-NETWORK PROVIDER

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

SERVICES BY A PARTICIPATING PROVIDER:

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

SERVICES BY A NON-PARTICIPATING PROVIDER:

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

GROUP LONG TERM DISABILITY INSURANCE

ELIGIBILITY:

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

BENEFIT WAITING PERIOD:

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

AMOUNT OF MONTHLY BENEFIT:

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



ATLANTIC CITY BOARD OF EDUCATION
 GROUP # 7003-0001
 DeltaPremier

Preventive & Diagnostic	75%
* Exams, Cleanings & Bitewing X-rays (each twice in a calendar year)	
* Fluoride Treatment (once in a calendar year, children to age 19)	
Remaining Basic	75%
* Fillings, Extractions	
* Endodontics (root canal)	
* Periodontics, Oral Surgery	
* Sealants	
Crowns	75%
* Crowns, Gold Restorations	
Prosthodontics	50%
* Bridgework	
* Full & Partial Dentures	
Calendar Year Maximum (per patient)	\$1,000
Calendar Year Deductible (waived on Preventive & Diagnostic)	
* Per Person	None
* Family Aggregate Deductible	None
Orthodontic Benefits (child only)	50%
* Lifetime Maximum (per patient)	\$600

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

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

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

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

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

U&A _____

August 30, 2005

GENERAL INFORMATION

BECOMING ELIGIBLE (Employees)

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

BECOMING ELIGIBLE (Dependents)

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

BECOMING COVERED (Employees)

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

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

BECOMING COVERED (Dependents)

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

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

- A licensed physician.
- A dental surgeon licensed to perform surgery.
- A podiatrist (chiropract) licensed to practice podiatry (chiropracty).
- 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 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 an 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 pan of your motor vehicle insurance policy, benefits under this Plan will be limited to the eligible services as stated;

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

MEDICAL NECESSITY

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

CLAIMS

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

SUBROGATION

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

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

LEGAL PROCEEDINGS

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

SECOND SURGICAL OPINION

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

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

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

COORDINATION OF PLAN BENEFITS

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

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

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

- Medical benefits coverage in automobile policies.

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

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

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

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

RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION

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

FACILITY OF PAYMENT

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

RIGHT OF RECOVERY

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

APPEAL FROM A DENIAL OF BENEFITS

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

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

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

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

EXTENSION OF BENEFITS

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

to make required payments. You will be considered "totally disabled" if, because of sickness or injury, you are unable to perform any work for wages for profit. A dependent will be considered "totally disabled" if, because of sickness or injury, he or she cannot engage in the normal and customary activities of someone of 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 parents is responsible for the Health Care expenses of the child, the benefits of that parent's plan are primary and the benefits of the other parents are secondary.
- D. **Active/Inactive Employee:** the benefits of a plan which covers a participant as an employee who is neither laid off nor retired, or a participant's dependent, are determined before those of a plan which covers that participant as a laid off or retired employee.
- E. **Longer/Shorter Length of Coverage:** If none of the above rules determine the order of benefits of the Plan which covered a participant longer are primary, and those of the Plan which covered the participant for a shorter time are secondary.



Atlantic City Board of Education

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

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

Introduction

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

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

What is COBRA Continuation Coverage?

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

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

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

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

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

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

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

- The child stops being eligible for coverage under the plan as a "dependent child "

When is COBRA Coverage Available?

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

You Must Give Notice of Some Qualifying Events

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

How is COBRA Coverage Provided?

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

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

Disability extension of 18-months period of continuation coverage

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

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

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

If You Have Questions

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

Keep Your Plan Informed of Address Changes

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

Plan Contact Information

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