

AGREEMENT
BETWEEN
**VOORHEES TOWNSHIP
BOARD OF EDUCATION**
AND
**VOORHEES TOWNSHIP
EDUCATION ASSOCIATION**

JULY 1, 2008 THROUGH JUNE 30, 2011

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PREAMBLE

This Agreement has been entered into this 1st day of July 2008, by and between the Board of Education of Voorhees Township, the County of Camden, New Jersey, herein called the "Board," and the Voorhees Township Education Association, herein called the "Association."

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to N.J.S.A. 34:13A-1, et seq., to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, as follows:

Article 1

RECOGNITION

- A. 1. The Board hereby recognizes the Association as the majority representative for collective negotiations concerning the terms and conditions of employment for the following certificated and non certified personnel employed by the Board:

Classroom Teachers, Librarians, Nurses, Ten and Twelve Month Guidance Counselors, Ten and Twelve Month Child Study Team Members (Learning Disability Teacher Consultants, Social Workers and Psychologists), Instructional Associates, Resource Assistants, Library Technicians, Secretaries, Master Mechanics (HVAC, plumbing electrical), Maintenance Mechanics, but excluding all others.

2. The parties recognize the right of the Association to seek inclusion of Computer Operator(s) in the unit if the position no longer possesses confidentiality characteristics.

- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all certified employees, including certified school nurses, represented by the Association in the negotiating unit as above defined.

- C. Unless otherwise indicated, the term "10 month support employees" when used hereinafter in this Agreement, shall refer to all instructional associates, resource assistants, R. N.'s and library technicians represented by the Association in the negotiating unit as above defined.

D. Unless otherwise indicated, the term "12 month support employees" when used hereinafter in this Agreement, shall refer to all secretaries represented by the Association in the negotiating unit as above defined.

E. Unless otherwise indicated, the term maintenance employee when used hereinafter in this Agreement shall refer to all master mechanics (HVAC, plumbing, electrical) and maintenance mechanics represented by the Association in the negotiating unit as above defined.

F. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

Article 2

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations in accordance with N.J.S.A. 34:13-A et seq., in a good faith effort.

B. Proposals instituted by the Association and the Board over a successor agreement will be mutually exchanged in January, no later than the last school day. Both proposals shall contain all requests and proposals and no new issues for negotiations shall be introduced by either party unless agreed upon.

C. Any Agreement so negotiated shall apply to all employees represented by the unit and be reduced to writing, be signed by the negotiating parties and must subsequently be ratified by the Association and the full Board.

D. This Agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

E. Cost of reproducing the Agreement shall be borne equally by the parties.

Article 3

GRIEVANCE PROCEDURE

A. DEFINITION

A "Grievance" shall mean a complaint by an individual employee or a group of employees; i.e., the Association, based upon the misrepresentation, misapplication or violation of this Agreement, policies or administrative decisions affecting said employee or group. The term "grievance" shall not apply to any matter as follows:

1. The dismissal or failure or refusal of the Superintendent or Board to renew a contract for a non-tenured employee.
2. Matters where a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education or the State Board of Education including the withholding of an increment.
3. Policy decisions of the Board not pertaining to or in connection with the terms of this Agreement.
4. Where the Board is without authority to act.

B. PROCEDURE (FOR TEACHERS, 10 AND 12 MONTH SUPPORT EMPLOYEES)

1. The grievance procedure must be initiated within twenty (20) school days after the grievant would reasonably be expected to know of its occurrence.
2. The time granted for decision at each level is to be considered a maximum time and every effort shall be made to expedite the procedure. The time limits specified may be extended by mutual agreement.

Level 1 - Any employee who has a grievance shall discuss it first with the principal or immediate superior within twenty (20) school days of occurrence of such grievance in an attempt to resolve the matter informally at this level.

Level 2 - If, as a result of the informal discussion with the principal or superior, the matter is not resolved to the satisfaction of the employee, within five (5) school days, he shall set forth his grievance in writing on the Employee Grievance Form.

The principal or superior shall communicate his decision in writing with reasons to the employee within five (5) school days of receipt of the written grievance.

Level 3 - If dissatisfied, the employee may appeal the principal's decision to the superintendent within five (5) school days. The appeal to the superintendent must be in writing on the Employee Grievance Form.

The superintendent shall meet with the concerned parties. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The superintendent shall communicate his decision in writing to the employee and principal.

Level 4 - If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education within ten (10) school days. The request shall be in writing through the Superintendent of Schools, on the Employee Grievance Form, who shall attach all related papers and forward the request to the Board of Education. The Board of Education or a committee thereof, within thirty (30) school days after receiving the case, will review the grievance. The Board reserves the right to hold a hearing with the employee or to refuse to hold a hearing in the event the Board is in agreement with the action of the superintendent at the previous step. In either case, the Board shall render a decision in writing, with reasons, within twenty (20) school days.

Level 5 - If the employee is dissatisfied with the decision of the Board of Education, the employee, through the Association, may request, if the grievance is based upon a misinterpretation, misapplication or violation of this agreement, the appointment of an arbitrator, such request to be made known to the superintendent no later than ten (10) school days after the decision of the Board of Education is made known to the employee.

The parties shall select an arbitrator through the Public Employee Relations Commission.

The arbitrator shall be limited to the issues submitted to the arbitrator and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Board of Education.

The recommendations of the arbitrator shall be binding on grievances processed as a violation, misinterpretation or inequitable application of the provisions of this Agreement.

Only the Board and the aggrieved and his representative shall be given copies of the report of findings and recommendations except by mutual agreement to the contrary. This shall be accomplished within thirty (30) calendar days of the completion of the arbitration hearings.

Each party shall pay his/her own costs of arbitration preparation. Costs to be shared equally by the parties shall be the fee and the expense, if any, of the arbitrator and arbitration proceedings.

C. PROCEDURE (MAINTENANCE EMPLOYEES)

1. The grievance procedure must be initiated within twenty (20) school days after the grievant would reasonably be expected to know of its occurrence.
2. The time granted for decision at each level is to be considered a maximum time and every effort shall be made to expedite the procedure. The time limits specified may be extended by mutual agreement.

Level 1 - Any employee who has a grievance shall discuss it first with the director of buildings and grounds within twenty (20) school days of occurrence of such grievance in an attempt to resolve the matter informally at this level.

Level 2 - If, as a result of the informal discussion with the director of buildings and grounds, the matter is not resolved to the satisfaction of the employee, within five (5) school days, he shall set forth his grievance in writing on the Employee Grievance Form. The director of buildings and grounds shall communicate his decision in writing with reasons to the employee within five (5) school days of receipt of the written grievance.

Level 3 - If dissatisfied, the employee may appeal the director of buildings and grounds' decision to the assistant superintendent for business within five (5) school days. The appeal to the assistant superintendent for business must be in writing on the Employee Grievance Form.

Level 4 - If dissatisfied, the employee may appeal the assistant superintendent for business's decision to the superintendent within five (5) school days. The superintendent shall meet with the concerned parties. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The superintendent shall communicate his decision in writing to the employee and the assistant superintendent for business.

Level 5 - If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education within ten (10) school days. The request shall be in writing through the superintendent of schools, on the Employee Grievance Form, who shall attach all related papers and forward the request to the Board of Education. The Board of Education or a committee thereof, within thirty (30) school days after receiving the case, will review the grievance. The Board reserves the right to hold a hearing with the employee or to refuse to hold a hearing in the event the Board is in agreement with the action of the superintendent at the previous step. In either case, the board shall render a decision in writing, with reasons, within twenty (20) school days.

Level 6 - If the employee is dissatisfied with the decision of the Board of Education, the employee, through the Association, may request if the grievance is based upon a misinterpretation, misapplication or violation of this agreement, the appointment of an arbitrator, such request to be made known to the superintendent no later than ten (10) school days after the decision of the Board of Education is made known to the employee.

The parties shall select an arbitrator through the Public Employee Relations Commission.

The arbitrator shall be limited to the issues submitted to him and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Board of Education.

The recommendations of the arbitrator shall be binding on grievances processed as a violation, misinterpretation or inequitable application of the provisions of this Agreement.

Only the Board and the aggrieved and his representative shall be given copies of the report of findings and recommendations except by mutual agreement to the contrary. This shall be accomplished within thirty (30) calendar days of the completion of the arbitration hearings.

Each party shall pay his/her own costs of arbitration preparation. Costs to be shared equally by the parties shall be the fee and the expense, if any, of the arbitrator and arbitration proceedings.

D. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

E. If a grievance affects a group or class of employees from more than one school, the Association may initiate the grievance at Level 2 of the procedure set forth herein. If a grievance affects a group or class of employees from only one school, then all steps of the grievance procedure must be utilized.

F. All meetings and hearings conducted in the grievance procedure shall not be conducted in public and shall include only parties in interest and their designated or selected representatives. Any action taken by the Board shall be by resolution or motion at a public meeting of said Board.

EMPLOYEE GRIEVANCE

(TEACHERS, 10 AND 12 MONTH SUPPORT EMPLOYEES)

Type or Print

Level II

Name of Grievant _____ Home Phone # _____

Home Address of Grievant

Job Title and Assignment

School/Work Location _____ Phone # _____

Principal/Supervisor
Director or other Administrator
with whom grievance is filed _____

Date of occurrence

Detailed statement of grievance and identification of specific section(s) of the appropriate agreement which the employee believes has been violated: Specific nature of grievance, results of previous decision and dissatisfaction with decision previously rendered.

Resolution desired:

Signature of Grievant/Date

Distribution:
Principal/Immediate Supervisor
Superintendent/designee
Employee Organization
Grievant

Grievance Number *

EMPLOYEE GRIEVANCE

(TEACHERS, 10 AND 12 MONTH SUPPORT EMPLOYEES)

DECISION OF PRINCIPAL/SUPERVISOR

Level III

To be completed by the Principal/Supervisor within five school days after receipt of the written grievance.

Type or Print

Name of Grievant

Date Written Grievance Received
School/Work Location

Principal/Supervisor

Decision with specific rationale:

Signature of Principal/Supervisor/Date

Grievant's Response (to be made within five school days):

_____Accept the decision of the Principal/Supervisor

_____Submit the grievance to the Superintendent or designee.

Signature of Grievant/Date

Distribution:

- Principal/Supervisor
- Superintendent/designee
- Employee Organization
- Grievant

Grievance Number *

EMPLOYEE GRIEVANCE
(MAINTENANCE EMPLOYEES)

Type or Print

Level II

Name of Grievant _____ Home Phone # _____

Home Address of Grievant _____

Job Title and Assignment _____

School/Work Location _____ Phone # _____

Director of Buildings and Grounds
or other administrator
with whom grievance is filed _____

Date of occurrence _____

Detailed statement of grievance and identification of specific section(s) of the appropriate agreement which the employee believes has been violated: Specific nature of grievance, results of previous decision and dissatisfaction with decision previously rendered.

Resolution desired: _____

Signature of Grievant/Date

Distribution:
Director of Buildings and Grounds
Assistant Superintendent for Business
Superintendent/designee
Employee Organization
Grievant

Grievance Number *

EMPLOYEE GRIEVANCE
(MAINTENANCE EMPLOYEES)

DECISION OF DIRECTOR OF BUILDINGS AND GROUNDS

Level III

To be completed by the Director of Buildings and Grounds within five school days after receipt of the written grievance.

Type or Print

Name of Grievant _____

Date Written Grievance Received _____

School/Work Location _____

Director of Buildings and Grounds _____

Decision with specific rationale:

Signature of Director of Buildings and Grounds

Grievant's Response (to be made within five school days):

___ Accept the decision of the Director of Buildings and Grounds

___ Submit the grievance to the Assistant Superintendent for Business

Signature of Grievant/Date

Distribution:

Director of Buildings and Grounds
Assistant Superintendent for Business
Superintendent
Employee Organization
Grievant

Grievance Number *

EMPLOYEE GRIEVANCE
(MAINTENANCE EMPLOYEES)

Type or Print

Level IV

Name of Grievant _____ Home Phone # _____

Home Address of Grievant _____

Job Title and Assignment _____

School/Work Location _____ Phone # _____

Assistant Superintendent for Business
with whom grievance is filed _____

Date of occurrence _____

Detailed statement of grievance and identification of specific section(s) of the appropriate agreement which the employee believes has been violated: Specific nature of grievance, results of previous decision and dissatisfaction with decision previously rendered.

Resolution desired:

Signature of Grievant/Date

Distribution:
Director of Buildings and Grounds
Assistant Superintendent for Business
Superintendent/designee
Employee Organization
Grievant

Grievance Number *

Article 4

EMPLOYEE RIGHTS

- A. Pursuant to N.J.S.A. 34:13A-1, et seq., the Board and the Association agree that every employee shall have the right to freely organize, join and support the Association and its affiliates or refrain from doing so for the purpose of engaging in collective negotiations.
- B. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could result in the termination of employment of that employee, he/she shall be given prior notice of the reasons for such a meeting and may have representatives of the Association (limited to two (2) in number) present to advise him/her and represent him/her during such meeting.
- C. Complaint Procedure (Teachers, 10 and 12 month support employees)
1. If it is a matter specifically directed toward an employee, the matter must be addressed, initially, to the concerned employee who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority and district rules and regulations. As appropriate, the employee shall report the matter, and whatever action may have been taken to the principal.
 2. If the matter cannot be satisfactorily resolved at the first level, it shall be discussed by the complainant with the principal.
 3. If a satisfactory solution is not achieved by discussion with the principal, request for a conference shall be submitted to the superintendent.
 4. Should the matter still not be resolved, or if it is one beyond the superintendent's authority and requires a Board decision or action, the complainant shall request, in writing, a review by the Board and specify:
 - a. the specific nature of the complaint and a brief statement of the facts giving rise to it.
 - b. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely.
 5. The Board, after reviewing all material relating to the case, shall provide the complainant with its written decision or grant a hearing before the Board or before a committee of the Board. The complainant shall be advised in writing, of the Board's decision, no more than 60 days following the hearing.
 6. The Board shall not be held liable for public statements made by community members; said claim of liability shall not be arbitrable.
- D. Complaint Procedure (Maintenance Employees)
1. If it is a matter specifically directed toward an employee, the matter must be addressed, initially, to the concerned employee who shall discuss it promptly with the complainant to make every effort to provide a reasoned explanation or take appropriate action within his/her authority and district rules and regulations. As appropriate, the employee shall report the matter, and whatever action may have been taken to the director of buildings and grounds.

2. If the matter cannot be satisfactorily resolved at the first level, it shall be discussed by the complainant with the director of buildings and grounds.
3. a. If a satisfactory solution is not achieved by discussion with the director of buildings and grounds, request for a conference shall be submitted to the assistant superintendent for business.
b. If a satisfactory solution is not achieved by discussion with the assistant superintendent for business, request for a conference shall be submitted to the superintendent.
4. Should the matter still not be resolved, or if it is one beyond the superintendent's authority and requires a Board decision or action, the complainant shall request, in writing, a review by the Board and specify:
 - a. The specific nature of the complaint and a brief statement of the facts giving rise to it.
 - b. the respect in which it is alleged that the complainant has been affected adversely.
5. The Board, after reviewing all material relating to the case, shall provide the complainant with its written decision or grant a hearing before the Board or before a committee of the Board. The complainant shall be advised in writing, of the Board's decision, no more than 60 days following the hearing.
6. the Board shall not be held liable for public statements made by community members; said claim of liability shall not be arbitrable.

E. The use of personal automobiles by employees to carry out assigned duties shall be subject to the prior approval of the employee's immediate supervisor and the consent of the employee.

F. No employee may be discharged, disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause.

Article 5

ASSOCIATION RIGHTS

A. The Association shall have the right to use school buildings at all reasonable hours for meetings, after receiving approval from the superintendent.

B. The Association shall have the right to use school facilities and equipment, including duplicating equipment, calculating machines, computers 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 incidental to such use, and for any repairs necessitated as a result thereof.

C. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge and/or teacher's room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices.

D. 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. The Board assumes no responsibility for delivery.

E. The Board will furnish to the Association on September 15th, the name, address, telephone number, grade and school assignment, level, title or classification for each employee.

F. Any time Association representation is required as provided for in the other Articles of this Agreement, such meeting shall be scheduled after the end of the student school day of the school of employment of both the teacher and the Association representative.

G. Association officers shall be released directly after the students twice a month for the purpose of conducting Association meetings. Such release shall not interfere with building or district obligations. Said officers shall advise their principal of the date of a meeting in writing at least three (3) days prior to the meeting.

H. The Association president (or his/her designee) shall be released from his/her teaching duties for not more than ten (10) work days per year with the cost of the substitute (if necessary) to be paid by the Association. The Association president will notify the superintendent and principal as in G. above. When the Association President is a maintenance employee the maintenance employee will notify the director of buildings and grounds and the assistant superintendent for business in writing at least three days in advance. The Association will reimburse the board for the per diem rate of the maintenance employee.

I. The Association president shall not have any non-teaching duties. The Association president will have thirty minutes a day for association business in addition to their regular preparation period. This additional thirty minutes of Association time will not reduce their teaching duties.

J. 1. The parties agree that a standing committee be established to meet at least monthly during the school year to review concerns, policies and procedures throughout the district. The committee will be composed of:

- One teacher from each building
- One specialist from the district
- One special education teacher
- One instructional associate
- One resource assistant
- One secretary
- One officer of the association, if not one of the above
- The superintendent

2. A meeting calendar will be established for the year. The meetings may be held in a school or in the administration building. Meeting calendar may be altered by either party if mutually agreed upon.

K. F., G., & I. above do not apply to maintenance employees who are association officers or association president.

Article 6

BOARD'S RIGHTS

A. The Board and the Superintendent, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations

1. to direct employees of the school district.
2. to hire, promote, transfer, assign, and retain employees in positions within the school district and to suspend, demote, discharge, or take other disciplinary action against employees.
3. to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for all students, all as deemed necessary or advisable by the Board.
4. to relieve employees from duties because of lack of work, or for other legitimate reasons.
5. to maintain the efficiency of the school district operations entrusted to them.
6. to determine the means, methods, and personnel by which such operations are to be conducted.
7. to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board and the Superintendent, the adoption of policies, rules and 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.

Article 7

EMPLOYMENT AND DISMISSAL PROCEDURES

A. TEACHERS

1. Each teacher shall be placed on his/her proper step of the salary schedule as of the beginning of the school year except where the employment and/or adjustment increment has been withheld by the Board.

2.a. Full credit up to six years on the teacher salary schedule shall be given to all teachers new to the district for prior teaching experience in public schools. Teachers with more than six years of experience shall be paid according to the following guide:

6 - 8 years experience	6 step on guide
9 -11 years experience	7 step on guide
12 -15 years experience	9 step on guide
16 -over years experience	10 step on guide

Additional credit not to exceed four (4) years for military service.

2.b. Certified school nurses new to the district will be given credit for nursing experience as a registered nurse working in pediatric care.

2.c. Staff will have one calendar year from date of hire to request a review of their initial placement on the salary guide. Placement on the salary guide shall not be arbitrable.

3. Teachers who have taught in non-public schools shall receive full credit provided they have held a valid New Jersey teaching certificate while engaged in non-public school teaching; otherwise, 1/2 credit for years of non-public school experience.

4. The Superintendent may recommend to the Board, in individual circumstances, greater credit than is provided in paragraph 2. or 3. above.

5. All teachers shall be given written notice of their salary schedule not later than April 30th, if negotiations are complete. Class and/or subject assignments, building and room assignments for the forthcoming year will be given on or before May 31st, with the Association recognition that staff turnover and other emergencies may necessitate change or revision of such assignments. Such assignments shall not be subject to grievance arbitration and shall terminate at level 3 of the grievance procedure. Teachers so affected and the Association president shall be notified in writing of such emergency changes.

6. Any non-tenured teacher subject to recommendation by the administrator for non-renewal of contract shall be notified in writing of any action which may possibly result in his/her future dismissal or non-renewal of contract.

a. Written notice will be presented to the employee by April 30th upon realization that the matter in question may jeopardize the teacher's employment status.

b. The summative evaluation and/or classroom observation reports shall constitute such notice.

c. Any non-tenured teaching staff member receiving notice that a teaching contract for the succeeding school year will not be offered, may, within fifteen (15) calendar days thereafter request in writing a statement of the reasons for such non-employment which shall be given to the teaching staff member in writing within thirty (30) days after the receipt of such request.

B. 10 Month Support Employees

1. The Superintendent will, no later than June 1 of each school year, give written notice to each employee with regard to their employment or non-employment for the school year beginning the following September.
2. Employees who are going to be laid off shall receive at least thirty (30) calendar days notification.
3. Instructional Associates who are degreed or become degreed and properly certified and apply for a teaching position shall be given consideration for teaching positions as they become available. Instructional Associates who move to a teaching position shall receive one-half year credit for each year of service up to a maximum of Step 5 (minimum Step 1). Credit will only be given for years of service following the receipt of the teaching certificate.
4. In the event of a reduction-in-force layoffs shall be made on the following basis:
 - a. Seniority lists shall be prepared for:
 - (1) Instructional Associates, Library Technicians
 - (2) Secretaries
 - (3) Resource Assistants

Each list shall be referred to as a "sublist" in the balance of this section. The Association shall receive a copy of each list by July 1 each year.

- b. Seniority on each sublist may only be gained in that sublist.
- c. "Seniority on a sublist" is defined as the number of months worked in the sublist position in the District as a regularly-employed employee. If an employee works one day in a calendar month, she/he shall be given credit for a full month.
- d. A voluntary resignation is a forfeit of all seniority gained to that date.
- e. In the event of a reduction-in-force on a sublist, support employees with less than 30 months' service as defined in c. above shall be laid off prior to support employees on the same sublist with 30 or more months of service. When a reduction-in-force on a sublist affects support employees who have worked in the district at least 30 months, layoffs shall be made in seniority order among them.
- f. Any support employee who has a right to claim a position under e. above and who refuses to do so shall lose all seniority rights.
- g. A support employee who possesses 30 months service to the district who has been laid-off shall be placed on a preferred list of reemployment in order of seniority as defined in c. above and shall be entitled to recall to the sublist position from which she/he was laid off.
- h. Rules for time limits on claims under e. and g. above shall be promulgated by the administration.

C. 12 Month Support Employees

1. The Board will, no later than June 1st of each work year, give written notice to each employee with regard to their employment or non-employment for the year beginning the following July.
2. All employees shall be given written notice of their salary schedule not later than April 30th, if negotiations are complete. All building assignments for the forthcoming year will be given on or before June 1st, with the Association recognition that staff turnover and other emergencies may necessitate change or revision on such assignments. Such assignments shall not be subject to grievance arbitration and shall terminate at Level 3 of the grievance procedure. The Association President shall be notified in writing of such emergency changes.
3. Any non-tenure employee subject to recommendation by the administrator for non-renewal of contract shall be notified in writing of any action which may possibly result in his/her future dismissal or non-renewal of contract.
 - a. Written notice will be presented to the employee by June 1st upon realization that the matter in question may jeopardize the employee's employment status.
 - b. The summative evaluation shall constitute such notice.
 - c. Any non-tenured staff member receiving notice that a contract for a succeeding year will not be offered, may, within fifteen (15) calendar days thereafter request in writing a statement of the reasons for such non-employment which shall be given to the employee in writing within thirty (30) calendar days after the receipt of such request.
4. In the event of a reduction-in-force of secretaries layoffs shall be made on the following basis:
 - a. Seniority may be gained as a secretary.
 - b. Service in a job title is earned as follows:
 1. All time spent in a job title is credited.
 2. One day worked in a month gains credit in the job title.
 - c. A secretary's seniority shall cease only for the following reason(s):
 1. Resignation
 2. Discharge for cause
 3. Retirement
 - d. The Board shall maintain a seniority list of secretaries, which shall be compiled by July 15 of each year and shall consist of "total months credited", copies of which shall be furnished to the Association upon request.
 - e. In the event that two (2) or more secretaries possess the same "total months credited" for a job title, the Board may determine the order of layoff.
 - f. A secretary who possesses thirty-six (36) months service to the district who has been laid-off shall be placed on a preferred list of re-employment in order of seniority as defined by a., b., and e. above and shall be entitled to recall to the job title from which she/he was laid off.
 - g. Any secretary who has a right to claim a position and who refuses to do so shall lose all seniority rights.
 - h. Rules for time limits on claims under a., b., e., and f. above shall be promulgated by the administration.

D. Maintenance Employees

1. The superintendent will, no later than June 1st of each work year, give written notice to each employee with regard to their employment or non-employment for the year beginning the following July.

2. Any employee subject to recommendation by the administrator for non-renewal of contract shall be notified in writing of any action which may possibly result in his/her future dismissal or non-renewal of contract.

a. Written notice will be presented to the employee by June 1st upon realization that the matter in question may jeopardize the employee's employment status.

b. The annual evaluation shall constitute such notice.

c. Any staff member receiving notice that a contract for a succeeding year will not be offered, may, within fifteen (15) calendar days thereafter request in writing a statement of the reasons for such non-employment which shall be given to the employee in writing within thirty (30) calendar days after the receipt of such request.

3. In the event of a reduction-in-force of employees layoffs shall be made on the following basis:

a. 1. Master maintenance mechanics will gain seniority in their classification (HVAC, electrical or plumbing) based on the number of days worked in the classification.

2. Maintenance mechanics will gain seniority based on the number of days worked in the district.

b. 1. Master maintenance mechanics will have seniority over maintenance mechanics.

2. If a reduction in force is required the board will determine the master maintenance mechanic classification priority and implement the seniority process.

3. Master maintenance mechanics holding licenses in more than one classification can accumulate days of service but must be licensed in the classification(s) that remain to claim such seniority.

4. One year equals 365 days based on the anniversary of date the employee started working.

c. Employees working on or before June 30, 1998 in a maintenance mechanic position will have seniority in that position based on days worked in the district.

d. The Board shall maintain a seniority list of employees, which shall be compiled by July 15 of each year and shall consist of "total days credited" in each level and Category, copies of which shall be furnished to the Association upon request.

e. In the event that two (2) or more employees possess the same "total days credited" for a job title, the Board may determine the order of layoff.

- f. An employee who possessed thirty-six (36) months service to the district who has been laid-off shall be placed on a preferred list of re-employment in order of seniority as defined by a., b., c., e. above and shall be entitled to recall to the job title from which she/he was laid off.
- g. Any employee who has a right to claim a position and who refuses to do so shall lose all seniority rights.
- h. Rules for time limits on claims under a., b., and e. above shall be promulgated by the administration.

Article 8

PROMOTION, ASSIGNMENT, REASSIGNMENT, AND TRANSFERS

- A. Vacancies to be filled for all positions including extra-curricular, CER, and summer employment shall be posted on all school office bulletin boards at least ten (10) days prior to application deadlines. A copy of said posting for all such positions shall be sent to the home address of the Association president or through the inter-office mail during the school year.
 - 1. Employees who desire to apply for such a vacancy shall submit their application in writing to the superintendent within the time limit specified in the notice.
 - 2. The Board shall notify the Association and all applicants of the qualifications, duties and compensation of said vacancy.
- B. All qualified employees shall be given adequate opportunity to make application for such positions and no positions shall be filled until all properly submitted applications have been considered.
- C. Promotional positions are defined as those positions paying a salary differential. Employees who wish to be considered for a promotional position that may occur during the summer shall submit their names and an address where they can be reached during the vacation period.
- D. When an involuntary transfer or reassignment shall be made, a meeting shall be held when possible between employee and administrator. The employee being involuntarily transferred shall receive written notice from the superintendent as soon as formal action has been taken. The employee may request, within ten (10) days of such formal notice, a conference with the superintendent to discuss the transfer.
- E. Teachers/instructional associates who desire to request a change in grade and/or subject assignment within a building shall notify the building principal, in writing, on or before May 1st of a school year. Teachers/instructional associates who desire to request a change in grade and/or subject assignment in a different building shall file a written request with the superintendent on or before May 1. Written requests for transfers must be made yearly. Non-tenured teachers shall not grieve such denial of such a request.

- F. The transfer of a teacher will be in accordance with prevailing law.
- G. Posting is not required for movement on the salary guide based on acquiring appropriate training for master mechanic and maintenance mechanic.

Article 9

WORK YEAR

A. TEACHERS

- 1. The yearly work load of teachers shall not exceed 188 days, two (2) of which shall be for New Jersey Education Association Teachers Convention.
- 2. Not more than three(3) days shall be used at the end of the school year as teacher work days beyond the last pupil day.
- 3. Kindergarten teachers when required by the building principal or superintendent to work on days outside of or in excess of the regular ten (10) month calendar shall be paid on 1/200th of yearly salary.

B. TEACHERS - 12 MONTHS

- 1. The work year for twelve month teachers shall include the week days between September 1 and the reporting date for ten month teachers (except for Labor Day) and the remaining week days in June after the last work day for ten month teachers. Additionally, the work year shall consist of all week days in July and August (except for July 4).
- 2. Twelve month teachers shall receive twenty-one (21) days of vacation annually. Employees hired on or after October 1 shall receive prorated vacation of two (2) days per month or part of month worked up to nineteen (19) days in the first work year. Vacation entitlement shall be credited on July 1. Scheduling of vacation is subject to the prior written approval of the superintendent. Certificated personnel shall be permitted to accumulate no more than thirty-one (31) vacation days in any given contractual year.
- 3. Twelve (12) month teachers may sell back a maximum amount of four (4) vacation days each year to the Board of Education at the teacher's daily rate.

C. SUPPORT EMPLOYEES - 10 MONTH

- 1. Resource assistants shall be employed the same number of school days as the students plus 2 days.
- 2. Instructional associates and library technicians shall work the same yearly school calendar as the teaching staff.

D. SUPPORT EMPLOYEES - 12 MONTH AND MAINTENANCE EMPLOYEES

1. In addition to the school work days during the school year, the work year for twelve (12) month employees shall include the week days between September 1 and the reporting date for the ten (10) month employees (except for Labor Day) and the remaining week days in June after the last work day for ten (10) month employees. Additionally, the work year shall consist of all week days in July and August (except for July 4). Maintenance employees will work all week days of the year except those holidays delineated in paragraph nine (9) below.

2. All twelve (12) month employees shall receive vacation in accordance with the following schedule:

a. All years of service in the District in a full time unit position shall be counted in determining vacation eligibility.

b. All earned vacation shall be credited on the July 1 following the service date under 3. below.

c. 1. Newly-employed twelve (12) month employees shall earn one day of paid vacation for each month worked up to ten (10) days in the July 1 through June 30 period.

2. Employees who have completed less than seven years in the District in a full time unit position shall be entitled to ten (10) days paid vacation.

3. Employees who have completed at least seven (7) years in the District in a full time unit position shall be entitled to fifteen (15) days paid vacation.

4. Employees who have completed at least nine (9) years in the District in a full time unit position shall be entitled to sixteen (16) days paid vacation.

5. Employees who have completed at least ten (10) years in the District in a full time unit position shall be entitled to seventeen (17) days paid vacation.

6. Employees who have completed at least eleven (11) years in the District in a full time unit position shall be entitled to eighteen (18) days paid vacation.

7. Employees who have completed at least twelve (12) years in the District in a full time unit position shall be entitled to nineteen (19) days paid vacation.

8. Employees who have completed at least thirteen (13) years in the District in a full time unit position shall be entitled to twenty (20) days paid vacation.

3. a. Vacation time shall be scheduled to coordinate with the employee's work schedule. Employees may be permitted to take up to ten (10) days of their accrued vacation during the September 1 through June 30 period. Employees who are eligible for twenty (20) days of vacation may be permitted to take up to fifteen (15) days of their accrued vacation during the September 1 through June 30 period. Denials of requests during the September 1 through June 30 period shall not be arbitrary and capricious. All vacation schedules must receive the prior, written approval of the immediate supervisor and the Superintendent. Except for vacation time approved for school year use under this provision, vacation time shall be utilized during the July 1 through August 31st period.

b. Maintenance employees may not take vacation during the five work days prior to the first staff work day at the beginning of the school year.

c. Twelve (12) month secretaries may sell back a maximum amount of four (4) vacation days each year to the Board of Education at the secretary's daily rate.

4. Seniority shall prevail in the selection of vacation time in the event that more than one employee requests the same vacation dates and it becomes impractical to grant both employees their request.
5. When an observed holiday or a day not otherwise regularly scheduled for work falls during an employee's scheduled vacation, the day shall not be charged against the employee's vacation entitlement.
6. Should an employee become ill or disabled during the course of their scheduled vacation, such portion of their vacation time may be charged against their accumulated sick leave provided appropriate application is made to the administration.
7. Unused vacation time up to ten (10) days shall be carried over into the next year.
8. Upon retirement, resignation and/or termination of employment, the Board agrees to reimburse the employee for unused and accumulated vacation time at the rate equal to the per diem salary of the employee at the time they leave their position in the Voorhees Township School District.
9. Maintenance employee holidays:

January	January 1 and Martin Luther King Day
February	Designated holiday(s) on the school calendar
March or April	Good Friday and Easter Monday
May	Designated holiday on the school calendar
June	None
July	Independence Day
August	None
September	Designated holiday(s) on the school calendar
October	Designated holiday(s) on the school calendar
November	Designated holidays on the school calendar which includes NJEA Convention
December	Christmas Day plus one additional day to be determined by the Superintendent of Schools

If the holiday falls on a Saturday, the holiday shall be the preceding Friday. If the holiday falls on Sunday, the holiday shall be the following Monday. Emergency designation of the holiday may be made by the Superintendent of Schools.

Article 10

TEACHER HOURS AND TEACHING LOAD

A. WORK DAY

1. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty sign-in roster.
 - a. The 12 month Child Study Team (L.D.T.C., social workers, psychologists) and 12 month guidance counselors work an eight hour day with one hour for lunch, 10 month Child Study Team members (L.D.T.C., social workers, psychologists) and 10 month guidance counselors will follow the 10 month teacher schedule of the school where they are assigned.
 - b. The total in-school workday for other full time teachers shall consist of not more than seven hours and fifteen minutes which shall include a thirty (30) minute duty-free lunch for middle school teachers and a forty (40) minute duty-free lunch for teachers in grades 1 - 5. The student day shall be six hours and twenty-five minutes and pupil contact time shall not be less than five hours and forty-five minutes.
 - c. Reporting times are to be specified by the superintendent.
2. Teachers wishing to leave the building during their scheduled duty-free lunch periods shall request permission from the building principal, which permission shall not be unreasonably withheld.
3. Teacher dismissal time on any day prior to holiday shall be ten (10) minutes after the student dismissal time.
4. Ten month employees dismissal time on Fridays shall be ten (10) minutes after student dismissal time in their assigned building.
5. On early dismissal days prior to a recess, twelve (12) month teachers will be charged one-half (1/2) day for any approved absence.
6. Teachers in the middle school, with the exception of special education, basic skills and ESL teachers, will not be required to teach more than a total of three teaching preparations.
7. Teachers in the middle school, with the exception of related art teachers, physical education teachers, health teachers, ESL teachers, and basic skills teachers shall not be required to teach six (6) classes. If a sixth (6th) class is offered it will be posted at an additional salary of \$3,500.
8. Teachers in the middle school who have six (6) classes shall not have a homeroom. If scheduling necessitates a homeroom assignment for a teacher with six (6) classes, they will be paid an additional \$1,500.

B. PREPARATION TIME

1.a. Academic classroom teachers on the Grades 1 through 5 shall have a minimum of 195 minutes per week of preparation time. Art, music, physical education and health teachers, librarians and speech therapists, shall have a minimum of 150 minutes per week of preparation time. Emergency conditions may require a change in preparation time. The administration has the prerogative of making necessary assignments during emergency situations to assure adequate supervision of instruction and operation of programs.

1.b. The allocation of preparation time as stipulated in (1.a.) above will be equally divided over the five day week. If modification to the equal distribution over the week is required, the administrator and the teacher shall resolve the situation collaboratively.

2. When on an emergency basis any staff member who is required to cover a class or duty during their only contracted preparation time will be paid a stipend of \$35.00.

3. Classroom coverage will be arranged administratively.

C. MEETINGS

1. Building-based teachers are required to remain after the end of the regular workday for the purpose of attending faculty or other professional meetings two (2) days each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than sixty (60) additional minutes. If additional time is needed, students shall be dismissed early.

2. A notice and agenda for any general staff or in-service meeting shall be given to the teachers involved at least one (1) day prior to the meeting, except in an emergency.

3. An Association representative may speak to the teachers at any staff meeting for not more than ten (10) minutes following the conclusion of the meeting.

D. CONFERENCES

1. The Voorhees Township Board of Education and the Voorhees Township Education Association agree that parent conferences are an integral part of a child's learning. Depending on the circumstances presented by the calendar, either D. 1. b. or D. 1. c. will be implemented:

a. Each teacher shall be required to attend a maximum of four (4) evening functions per year. Only two of the evening functions may be used for parent conferences. The remaining two evenings may be selected by the building principal with two (2) weeks advanced notice. Attendance at other evening functions shall be optional, but the Board and the Association encourage active participation in such meetings as part of the teacher's professional responsibility.

b. When two (2) evenings will be scheduled for conference days, teachers will have early dismissal days.

c. Parent teacher conferences may be scheduled over a two day period of time. One full day, 8:30 A. M. to 9:00 P. M., and one two hour evening session will be available for teachers to schedule conferences. The teacher schedule on the

full day cannot exceed 7 hours and 15 minutes and the evening conference day will be an early dismissal day. All teachers not required to schedule a conference will arrange a schedule with the principal to provide additional support to the building.

- d. If a teaching staff member is taking a college course previously approved for course reimbursement by the district and said course meets on a night of a parent conference, the teaching staff may use 1/2 of a personal day to attend class. The staff member shall reschedule the parent conference within the next ten school days. Every effort will be made for employees to be released for parent conferences for their children who attend Voorhees Schools.
- e. When D. 1. c. is implemented, D. 2. a. below is waived.

2. The Board, the Association, and administration, feeling that parent-teacher conferences are a vital way of informing parents on the strengths and weaknesses of pupils, agree to the following:

- a. Conferences shall not be scheduled later than fifteen (15) minutes prior to the end of the normal school day.
- b. Teachers shall give extended time beyond the normal school workday to complete the last scheduled conference.
- c. Parent-teacher conferences shall be scheduled as soon as possible after the first report period, but not later than December 14.

E. IN-SERVICE

1. The Board will provide the first pupil day and the last two pupil days as early dismissal days. When the calendar permits and the Board schedules two full inservice days for the staff prior to the first student day, the first student day will be a regular full day for staff and students.

2. The Voorhees Township Board of Education recognizes that staff inservice, staff meetings and staff record keeping needs are an integral part of the educational process. The Board will continue to improve and include inservice (early dismissal days) in its calendar.

- a. All employees will be included in any job related district workshops.
- b. Nurses and secretaries will attend any job related district in-service workshop on a rotating basis.

F. EXTENDED WORK DAY

Teachers and 10 month support employees will be compensated at the negotiated hourly rate to meet 1/2 hour before and/or after contracted hours on a school day as follows:

1. for CST staffings which exceed the contractual hours.
2. for special education inclusion meetings which exceed the contracted hours with prior administrative approval.
3. for special education inclusion planning meeting between special education teachers and regular education teachers with prior approval of the building administrator.

4. thematic unit meetings
5. teachers and staff members with prior approval of the appropriate administrator who attend IEP conferences, special education progress reports, PAC meetings and 504 meetings will be reimbursed up to 1/2 hour for such meetings that exceed the contracted hours not more than three times a month.
6. Teachers and 10 month staff members must submit the appropriate overtime request form in order to receive compensation for time worked beyond the normal work day.

G. OTHER

1. The Board of Education will first seek to find qualified volunteers to participate in extra curricular activities. Where no such acceptable volunteers exist, the Board retains the right to appoint a teacher to perform the extra curricular function. At the commencement of the school year, the Board will establish those extra curricular positions for which compensation will be paid and will post a list on the bulletin boards of all schools. The teacher shall perform all the duties of that activity for the stated school year. Only those extra curricular positions which are vacant due to resignation or non-renewal shall be posted.
2. Supervision by a teacher of a student teacher shall be voluntary. The teacher shall receive the request to supervise a student teacher at least two (2) weeks prior to the student's introduction to the classroom, except where the Board has not received said notice from the college involved.

Article 11

WORK DAY FOR SUPPORT EMPLOYEES - 10 MONTH

- A. Employees wishing to leave the building during their scheduled duty-free lunch period shall notify the building principal upon departure from and return to the building.
- B.1. All employees working four (4) hours per day shall be guaranteed a 15 minute break in their duties during their work day. Elementary employees who work more than four (4) hours shall also receive a paid forty (40) minute lunch period. The break and the duty-free lunch period will be designated by the immediate administrator so as not to conflict with the employee's assigned duties.
2. All Middle School employees working for more than four (4) hours shall be guaranteed two (2) fifteen minute breaks in their duties. They will also receive a thirty (30) minute lunch period. The break and the duty free lunch period will be designated by the immediate administrator so as not to conflict with the employee's assigned duties.
- C. Instructional associates, library technicians and ten (10) month secretaries dismissal time on Friday and on any day prior to a holiday shall be ten minutes after the student dismissal time.

D. On days when students are in attendance and teachers are scheduled by the calendar to work a half (1/2) day, ten (10) month support employees stationed at a school shall be dismissed when teachers are dismissed. Ten (10) month support employees not stationed at a school shall follow the middle school schedule.

- E. 1. The workday for full time 10 month secretaries shall consist of not more than eight (8) hours with a one (1) hour lunch period. Secretaries who work more than four (4) hours, but less than six (6) shall receive a paid thirty (30) minute lunch period.
2. Reporting times are to be specified by the Superintendent.

Article 12

WORK HOURS AND LOAD FOR SUPPORT EMPLOYEES - 12 MONTH

- A. 1. The workday for full time secretaries shall consist of not more than eight (8) hours with a one (1) hour lunch period. Secretaries who work more than four (4) hours, but less than six (6) shall receive a paid thirty (30) minute lunch period.
2. Reporting times are to be specified by the Superintendent.
- B. Secretaries wishing to leave the building during their scheduled duty-free lunch period shall notify the building principal upon departure from and return to the building.
- C. All secretaries working four (4) hours or more shall be guaranteed a thirty (30) minute break in duties during their work day. The break is in addition to the duty-free lunch period with the schedule to be designated by the immediate supervisor so as not to conflict with the employee's assigned duties.
- D. On days when students are in attendance and teachers are scheduled by the calendar to work a half(1/2) day, secretaries shall be dismissed one (1) hour after teachers, except on those days when teacher early dismissal is because teachers must return to their respective schools for evening conferences. Secretaries not stationed at a school shall follow the middle school schedule.
- E. The parties understand the demands placed on support staff both by their normal duties and those demands that result from the implementation of change. When a change in procedures, systems or methods of accomplishing a task requires the creation of new databases, supplemental personnel will be provided for the purpose of inputting and creating such databases.

Article 13

WORK HOURS AND LOAD FOR MAINTENANCE EMPLOYEES

- A. 1. The workday for full time employees shall consist of not more than eight (8) hours. Lunch period for July and August shall be one hour. For remaining months lunch period shall be 30 minutes.
2. Reporting times are to be specified by the superintendent.
 3. Each employee shall be entitled to two (2) fifteen (15) minute breaks.
- B. Employees must attend all safety workshops provided by the district. Employees must follow all safety procedures including, but not limited to, confined space procedures, lock out, tag out procedures and all other prescribed safety procedures. Before starting a job all safety issues must be clarified and resolved with the proper administrator.
- C. In case of snow emergency, the maintenance employee may be permitted to take the four wheel drive district snow removal vehicle home for the purpose of returning to work upon the prior approval of the administration.

Article 14

OVERTIME

- A. Overtime shall be defined as all hours worked in excess of forty (40) in one work week and shall include time worked at regular duties or other assigned duties.
- B. All support and maintenance employees shall be paid at one and one half (1-1/2) times the determined hourly rate for each overtime hour and any portion thereof worked.
- C. All support and maintenance employees may choose to receive compensatory time in lieu of monetary compensation for each hour of overtime worked at a rate of 1.5 times the number of hours worked as overtime. Use of compensatory time must be approved by the appropriate administrator. Compensatory time cannot be denied without reasonable cause.
- D. Secretarial staff must submit the appropriate overtime request form in order to receive compensation for time worked beyond the normal work day.
- E. Any support or maintenance employee called to come to or return to work outside of the regular scheduled shift may be paid for a minimum of two (2) hours overtime at time and one half (1-1/2).
- F. All maintenance support staff shall be eligible for overtime assignments based on technical need on a rotating seniority basis. Overtime assignments shall be voluntary.

Article 15

SUB-CONTRACTING

- A. The Board will provide sixty (60) days layoff notice to the employees prior to privatizing their duties.
- B. The Board agrees to discuss with the Association privatization issues whenever the circumstances require.

Article 16

SUBSTITUTES

- A. The employee shall report his/her intention to be absent stating the reason. The call shall be made prior to 7:00 A.M. The absence will be considered for one day only unless otherwise specified.
- B. The reporting process for maintenance employees will be promulgated by the administration in September of each year when changes occur.
- C. Staff who fail to call or who call late shall receive a letter from their principal documenting the event; staff who fail to call or who call late the second time in the same school year shall receive a formal reprimand in writing; staff who fail to call or call late for a third time and each subsequent time in the same school year shall be docked 1/200th of annual salary. Grievances shall not be arbitrable.
- D. The telephone number for substitute procurement shall be given to the employees at the first staff meeting of the year.
- E. When a secretary is out more than three consecutive work days one of the following will occur:
 - 1. A substitute secretary will be made available.
 - 2. a. When a resource assistant is assigned to replace a secretary for a day, the resource assistant shall receive an additional stipend equal to the difference between the assistants' per diem rate and the per diem rate on Step 1 of the secretaries' guide.
 - b. When a resource assistant is assigned to replace a secretary on an hourly basis the resource assistant shall receive an additional stipend equal to the difference between the resource assistants' hourly rate and the hourly rate on Step 1 of the secretaries' guide.
- F. When an instructional associate who is certified as a teacher or as a certified substitute teacher, is assigned to replace a teacher for a day, the instructional associate shall receive an additional stipend equal to the difference between the associates' per diem rate and the per diem rate on Step 5 of the teachers' guide.

Article 17

SICK LEAVE

- A. All teachers employed shall be entitled to twelve (12) sick leave days each year as of the first official day of said school year. All twelve (12) unused sick days may be accumulated.
- B. A ten (10) month support employee employed twenty (20) hours or more per week shall be entitled to twelve (12) sick days per year, with any unused sick leave accumulating from year to year.
- C. All twelve (12) month employees shall be entitled to twelve (12) sick leave days each year as of the first official day of said contractual year. All twelve (12) unused sick days per year may be accumulated.
- D. At the beginning of each school year, each employee shall receive a statement of the sick leave days accumulated up to that time.
- E. When a teacher's or support employee's annual and accumulated sick leave has been exhausted he/she may apply to the Board for extended sick pay, minus the actual cost of a substitute. The Board of Education shall have the discretion of whether or not to grant such a request in each individual case.
- F. There shall be payment for accumulated sick leave under the following terms:
 - 1. Employees who resign are eligible upon accumulating 120 unused sick days. Each eligible individual will receive payment as stated below for all unused sick days to a maximum of 240 unused sick days.

	Teachers	Support Staff
2008-2009	\$67	\$47
2009-2010	\$70	\$50
2010-2011	\$71	\$51

- 2. Employees who retire are eligible upon accumulating 100 unused sick days. Each eligible employee will receive payment as stated below for all unused sick day to a maximum of 300 unused sick days.

	Teachers	Support Staff
1 - 200 days	\$75	\$55
201-300 days	\$100	\$75

- 3. In the case of a reduction in force, affected employees who have worked in a permanent position for at least three consecutive years and a day will be eligible for payment of unused sick leave to a maximum of 300 days at the rate specified above in F. 1. above.

4. The days set forth in 1. and 2. above are compensable.
 5. Sick days are payable to the estate of a deceased employee who would have been eligible as per F. 1. and F.2. above.
- G. Previously accumulated unused sick leave days will be restored to all teachers and twelve (12) month support employees returning from an approved leave of absence.
- H. No sick leave of any kind will accumulate during a leave of absence for any reason.
- I. 1. The parties will agree to a good attendance annual program. The concept contained below will be in effect for the life of this contract.
2. Any employee in the unit who works for an entire employee work year in any year of this agreement shall receive a good attendance bonus in the form of a United States Savings Bond at the conclusion of the work year if she/he has taken no paid or unpaid leave days except under the provisions of Article 18, A.6, A.7, A.8, A.9 or B. 5, B.6, B.7, B.8. Six (6) latenesses in excess of fifteen (15) minutes will preclude a maintenance employee from receiving an attendance bond. Employees qualifying shall receive a \$500 bond.
3. Provisions of I.1 - I.2 above shall expire June 30, 2011, unless the parties mutually and in writing agree to extend their terms beyond that date.

Article 18

TEMPORARY LEAVES OF ABSENCE

- A. Teachers, 10 and 12 month support employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
1. If employed continuously from July, three (3) days leave of absence; if employed continuously from November, two (2) days leave of absence; if employed continuously from March, one (1) day leave of absence.
 2. Temporary leave of absence shall be for personal, legal, business, household or family matters which require absence during school hours. Application to the employee's principal or other immediate superior for personal leave shall be made in writing at least two (2) days before taking such leave. The applicant for such leave shall not be required to state the reason for taking such leave, except as required below. Such leave may be approved by the principal.
 3. Approval of the superintendent is required for 4. through 10. below.
 4. Personal leave will not be granted for any reason on the day preceding or following a holiday recess except in an emergency and with the discretionary approval of the superintendent who may waive the restriction. The employee filing for such emergency personal leave shall provide a written explanation of the need to the superintendent seventy-two (72) hours prior to the requested date. Denials of such leave shall not be grievable.

5. Personal leave requests by teachers or ten (10) month support employees for three (3) consecutive days or for leave the first five (5) school days in September or Mondays and Fridays in May and any day in June shall be made with a statement of reason for such leave.
6.
 - a. Absence with pay for teachers will be allowed for approved trips to educational conferences, workshops, etc. Request for approval must be made in writing a minimum of ten (10) days before the desired absence. All requests must be approved by the building principal and the superintendent. Requests for reimbursement other than transportation must be approved by the Board.
 - b. Absence with pay for support employees (10 or 12 month) will be allowed for approved trips to educational conferences, workshops, etc. Request for approval must be made in writing a minimum of ten (10) days before the desired absence. All requests must be approved by the building principal and the superintendent. Requests for reimbursement other than transportation must be approved by the Board. Requests denied under this section are not subject to arbitration.
7. Up to four (4) bereavement days at any time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren and any other individuals residing in the employee's household.
8. One bereavement day will be granted in the event of the death of an aunt, uncle, niece, nephew, cousin or grandparents-in-law.
9. Use of one personal day for bereavement shall not affect an employee's opportunity for the good attendance bonus.
10.
 - a. Up to two (2) days in any one year in the event of serious illness of an employee's spouse, father, mother, child, sister, brother, grandchildren and any other individual(s) residing in the employee's household.
 - b. Family sick days can be accumulated annually up to a maximum of four (4).
11. Unused personal days under A.1 above shall convert to accumulated sick leave on June 30 of each year.

B. Maintenance employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. If employed continuously from July, three (3) days leave of absence; if employed continuously from November, two (2) days leave of absence; if employed continuously from March, one (1) day leave of absence.
2. Temporary leave of absence shall be for personal, legal, business, household or family matters which require absence during school hours. Application to the director of buildings and grounds for personal leave shall not be required to state the reason for taking such leave, except as required below.
3.
 - a. Approval of the assistant superintendent for business is required.
 - b. Approval of the superintendent is required.

4. Personal leave will not be granted for any reason on the day preceding or following a holiday recess except in an emergency and with the discretionary approval of the superintendent who may waive the restriction. the employee filing for such emergency personal leave shall provide a written explanation of the need to the superintendent seventy-two (72) hours prior to the requested date. Denials of such leave shall not be grievable.
5. Absence with pay for maintenance employees will be allowed for approved trips to educational conferences, workshops, etc. Request for approval must be made in writing a minimum of ten (10) days before the desired absence. All requests must be approved by the director of buildings and grounds and the assistant superintendent for business. Requests for reimbursement other than transportation must be approved by the Board. Requests denied under this section are not subject to arbitration.
6. Up to four (4) bereavement days at any time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother sister, brother-in-law, sister-in-law, grandparents, grandchildren and any other individuals residing in the employee's household.
7. One bereavement day will be granted in the event of the death of an aunt, uncle niece, nephew, cousin or grandparent-in-law.
8. Use of one personal day for bereavement shall not affect an employee's opportunity for the good attendance bonus.
9.
 - a. Up to two (2) days in any one year in the event of serious illness of an employee's spouse, father, mother, child, sister, brother, grandchildren and any other individual(s) residing in the employee's household.
 - b. Family sick days can be accumulated annually up to a maximum of four (4).
10. Unused personal days under B. 1. above shall convert to accumulated sick leave on June 30 of each year.

C. Leave taken pursuant to Section A of this Article shall be in addition to any sick leave to which the employee is entitled.

Article 19

EXTENDED LEAVES OF ABSENCE

A. MEDICAL DISABILITY LEAVE

1. Any employee who anticipates undergoing a state of disability such as but not limited to surgery, hospital confinement, medical treatment or pregnancy, may apply for a leave of absence based upon said anticipated disability in accordance with provisions hereinafter set forth.
2. All employees anticipating a state of disability shall notify the superintendent of the condition expected to result in disability as soon as the condition which may result in disability is known.
 - a. In the case of anticipated disability due to childbirth, the employee must notify the Superintendent at least ninety (90) days prior to the anticipated delivery date.

3. No employee shall be removed from the employee's duties except upon one of the following:
 - a. The Board has found that the person is unable or unwilling to perform all normal duties as normally assigned to said employee.
 - b. The employee fails to produce a certification from her/his physician that she/he is medically able to continue working, or
 - c. The Board of Education's physician and her/his physician agree that she/he cannot continue her/his duties, or
 - d. Just Cause. Any other "just cause" as defined in N.J.S.A. Title 18A.

B. PROCEDURE FOR MEDICAL DISABILITY

1. The employee requesting a leave under the provisions of Section A shall specify in writing the anticipated date on which he/she wishes to commence said anticipated leave and the date on which he/she wishes to return to employment following recovery from said disability. These dates may be adjusted provided there is verification that the requested change is the result of other medical conditions of the disability.
2. The employee requesting leave under Section A. must produce a statement from his/her physician stating that the employee is or will be disabled pursuant to Section A.1. The statement must include anticipated commencement and termination dates for said disability.
3. The Board may request that its physician, or a physician of its choosing, confer with the employee's physician. The Board may require the employee to be examined by its own physician if recommended by the Board's physician after said conference. Said examination will be at the Board's expense.
4. In all cases where there is a dispute or difference of opinion between the employee's physician and the Board's physician, the two doctors will select a third physician designated by mutual agreement of the employee and the Board, or, if no such agreement can be reached, by the Camden County Medical Society for final and binding resolution. The expense of the third physician will be shared by the parties.
5. During the period of actual disability, an employee may use accumulated sick leave pursuant to the provisions of N.J.S.A. 18A:30-1 et seq.
6. Employees who have exhausted their accumulated sick leave and are still unable to return to work for medical reasons shall be placed on unpaid disability leave. Said employee will be placed on unpaid medical disability leave until June 30th of the current year.
7. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before the person is permitted to return from disability leave.

C. CHILDCARE LEAVES

1. A non-tenured employee shall only be entitled to a leave up to the expiration of his/her contract.
2.
 - a. A tenured employee's approved leave of absence shall run from their commencement date until the end of that school year. These leaves of absence may be extended for the subsequent full school year by applying to the superintendent by February 1st of the initial leave year or within thirty (30) days after the date of birth or adoption, whichever is later. No further extensions shall be granted.
 - b. Where leave has been granted for the subsequent full school year, the employee on such leave shall inform the superintendent in writing by February 1 if a ten (10) month employee and by March 1 if a twelve (12) month employee of her/his intention to return to school on the first work day following the conclusion of the approved leave.
3. Nothing herein shall prevent the employee and the Board from agreeing that a tenured employee may return on other than the beginning of a school year if such earlier return is administratively convenient to the Board. Such decision is not grievable.
4. Application
 - a. Application for child rearing leave shall be made by the teacher to the superintendent at least ninety (90) days prior to the anticipated birth of the child.
 - b. Any employee adopting a child shall be granted a child rearing leave in conformity with the provisions of C.1 or C.2, as relevant, which shall commence upon the date such employee obtains custody of the child. Since such date of custody cannot be predicted in all cases, notices shall be given to the superintendent at least ninety (90) days prior to the anticipated date of custody if possible and, if not, as soon as practicable.
5. Child rearing leave time shall not be credited toward salary nor shall the time involved in such leave be counted toward the fulfillment of the time requirements for acquiring tenure.
6.
 - a. The Board and the principal assume no responsibility for reassigning the teacher to the same classroom or the same grade.
 - b. The Board and the principal assume no responsibility for reassigning the support employee to the same building.
7. A teacher on a voluntary leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required.

D. Leaves granted under this article will run at the same time as the State and Federal Family Leave Acts if one or the other Leave Acts is applicable.

E. Other leaves may be granted by the Board but denials of such shall not be arbitrable.

Article 20

SABBATICAL LEAVES

A. A sabbatical leave, without pay, for one year may be granted to a teacher, and/or 10 and/or 12 month support employee by the Board for full time credit graduate study/degree program in their appropriate field subject to Board approval and the following conditions:

1. Not more than four employees in the system may be granted sabbatical leaves at any one time.
2. Request for sabbatical leave must be received by the superintendent, in writing, no later than January 31st of the school year preceding the school year for which the leave is being requested.
3. The employee has completed at least seven (7) full school years of service in the Voorhees Township school district. No year shall be credited in which the employee has worked or been on paid leave less than ninety-three (93) days. If more than four requests (two for pay and two without pay) for such leave are submitted, the board will determine those eligible for such leave by the program the employee plans to take. If all candidates are in an approved program, then seniority shall determine the eligibility. The decision of the board shall not be arbitrable.
4. Two of the four sabbatical leaves sited in A.1 above may be with 1/2 pay if the employee is taking a full time Board approved graduate program/degree program in their appropriate field during the day or if they are fulfilling an on-campus requirement of an advanced program. Documentation of this requirement must be furnished with the request stated in A.2 above.

B. All sabbatical leaves must be approved by the Board and the Board shall take action on same no later than March 31st of the school year preceding the school year for which the sabbatical leave is requested. The employee shall continue to receive paid health benefits during the sabbatical leave.

C. Upon return from a sabbatical leave, which was granted for full time graduate/degree program, the employee shall be placed on the proper step of the salary guide at the level which he/she would have achieved had he/she remained actively employed in the school system during the period of his/her absence, and, in addition, shall receive proper credit for any advanced degree earned.

Article 21

EDUCATIONAL IMPROVEMENT

A. REIMBURSEMENT OF COURSES (TEACHERS, 10 AND 12 MONTH SUPPORT EMPLOYEES)

1. The Voorhees Township Board of Education, to stimulate study interest among the staff, will reimburse employees for tuition within specified limits. Reimbursement shall be at the actual rate per credit up to \$1,200 per year for graduate credits and up to \$3,600 for graduate credit within a matriculated program. All courses must receive prior approval of the superintendent; decisions of the superintendent are not arbitrable.
2. A grade of "B" or better must be achieved to receive reimbursement under A.1. and B. below.
3. All courses for reimbursement must be taken for credit.
4. Courses must be job related or the support employee must be matriculated in a program leading toward an Associate of Arts or Bachelor's degree which is in the field of education.
5. Reimbursement is for tuition only and excludes miscellaneous fees, books, etc.
6. Proper course application, Form No. 200, is to be submitted to the superintendent's office prior to the start of the course. Within sixty (60) days of the completion of the course, the grade is to be submitted to the superintendent along with the record of payment and a written request for reimbursement by the Board. Reimbursement shall be made within forty-five (45) days to staff members completing the proper procedure. Failure to submit the request within the above sixty (60) day period shall result in no reimbursement.
 - a. If the college does not submit the grade within 60 days, the employee will notify the superintendent.
7. Reimbursement will be made for attendance at professional workshop conferences or mini-courses which have had prior approval of the superintendent.
8. In order for a twelve (12) month support employee to be eligible for reimbursement, a course must receive prior, written approval from the superintendent.
9. The amounts in 1. above are for the period from July 1 through June 30. Courses which overlap June 30 - July 1 will be counted in the year the course is scheduled to end.

B. TEACHERS

Course reimbursement and credit toward lateral movement on the salary guides shall be given for such staff pursuing college or university courses taken for credit on an under-graduate level in the subject areas of computer science, science, mathematics, foreign language and ESL. Any such under-graduate course to be granted salary guide credit must have prior approval of the superintendent. Upon the superintendent's discretionary approval, he may recommend such undergraduate courses to be eligible for salary guide credit to the Board of Education for approval.

C. REIMBURSEMENT FOR COURSES (MAINTENANCE EMPLOYEES)

1. The Voorhees Township Board of Education in order to encourage the maintenance staff to improve their skills, obtain a master mechanic designation and maintain the designation, will reimburse employees for tuition within specified limits. Reimbursement shall be at the actual rate up to one thousand dollars (\$1,000) per year for courses and up to twenty-five hundred dollars (\$2,500) per year for special programs. All courses and programs must receive prior approval of the superintendent; decisions of the superintendent are not arbitrable.

2. The Voorhees Township Board of Education will pay the registration, tuition and for all materials for courses/programs and workshops required by the Voorhees Township Board of Education for maintaining the master mechanic designation. (Equipment and tools purchased become the property of the district).

3. All courses, programs and workshops under E. 1. and E. 2. above must be in the master mechanic designation approved for the individual employee by the superintendent. The employee must receive prior written approval from the superintendent to qualify for reimbursement or prepayment under C. 1. and C. 2. above.

4. A grade of "B" or better must be achieved to receive reimbursement under C. 1. above.

5. Proper course application, Form No. 200, is to be submitted to the superintendent's office prior to the start of the course. Within sixty (60) days of the completion of the course, the grade is to be submitted to the superintendent along with the record of payment and a written request for reimbursement by the Board. Reimbursement shall be made within forty-five (45) days to staff members completing the proper procedure. Failure to submit the request within the above sixty (60) day period shall result in no reimbursement.

a. If the college does not submit the grade within sixty (60) days, the employee will notify the superintendent.

6. Reimbursement will be made for attendance at professional workshop conferences or mini-courses which have had prior approval of the superintendent.

D. Continuing Education Unit Credits

1. The practice of awarding staff members Continuing Education Unit Credits for Board of Education approved in-service workshops/programs will be awarded in accordance with the following procedures and guidelines.

a. Fifteen (15) workshop hours will be required for each earned one (1) Continuing Education Unit Credit.

b. CEU Credits will be applied toward lateral movement on the salary guide for all job categories.

- c. CEU credits will be offered not less than bi-annually in the fields of instructional improvement, technology and professional development.
- E. Professional days may be granted to staff members for study in their subject area.
- F. The Board and the Association agree that rules and regulations set forth by the state department of education concerning professional development will be implemented.

Article 22

NON-TEACHING DUTIES

- A. Teachers shall not be required to perform the following duties:
 - 1. Collection of lunch money except in emergencies.
 - 2. All other monies collected by the teacher shall be sent to the office daily except teacher-initiated activities.
 - 3. Duplicating materials except in cases of emergency.
 - 4. Keeping registers except when classes are held outside of existing schools.

Article 23

EVALUATION OF TEACHERS

- A. CLASSROOM OBSERVATIONS/EVALUATION
 - 1. The Voorhees Township Board of Education shall cause each non-tenured teaching staff member employed by it to be observed and evaluated in the performance of his/her duties three (3) times during each school year but not less than once during each semester, provided that the number of required observations and evaluations may be reduced proportionately when an individual teaching staff member's term of service is less than one academic year.
 - a. An evaluator and/or teacher may request an additional evaluator before tenure is granted or refused.
 - b. The superintendent shall review all materials related to teachers who are in jeopardy of not being rehired. He shall observe the teacher in question or appoint a second evaluator to observe the teaching practices of the aforementioned person.
 - 2. Tenured certificated staff shall receive a minimum of one classroom observation and a written summary evaluation report per year.
 - 3. Classroom observations should be of sufficient length to observe at least one complete instructional activity or one full class period in the middle school.
 - a. Classroom observations of the work performance of staff shall be conducted openly.

- b. After each classroom observation, a conference between the teacher and evaluator shall be scheduled within five (5) school days. The purpose is to identify strengths, weaknesses, suggestions for improvement of competence, and recommendations concerning employment.

B. SUMMARY EVALUATION

1. An annual summary conference between the evaluator and staff member shall be held prior to filing the annual written evaluation report. The annual summary conference shall include, but not be limited to, a review of performance in accordance with responsibilities, progress toward objectives of professional improvement plans, review of available indicators of pupil progress and growth toward program objectives, and signing of written annual report.

2. The summary evaluation of all staff, tenured and non-tenured, shall contain performance comments within the total realm of teacher responsibility, as contained in the appropriate job description.

C. EVALUATION REPORTS

1. A teacher should be given a duplicate copy of any evaluation report, including annual summary, one day prior to a conference and before the report is sent to the central office.
 - a. Areas of performance requiring improvement shall contain written explanation and suggestions for improvement. Areas of strength shall also be noted, where applicable.
 - b. Teachers shall have the right to submit a written response to an evaluation report. The response should be made within six (6) school days of the date of receipt of the evaluation. All responses are to be attached to the original form before it is sent to the central office.
 - c. Teachers will not be asked to sign incomplete evaluation forms. If a teacher does not sign a completed evaluation form, the teacher shall return the form to the central office with a note explaining the reasons. The note shall be attached to the form.

2. An effort shall be made to keep written evaluations confidential.

3. Grievances concerning the content or substance of an administrative evaluation shall not be arbitrable.

D. PROFESSIONAL IMPROVEMENT PLANS

1. Individual staff professional improvement plans shall be developed by staff members annually in conjunction with the appropriate administrator.

Article 24

EVALUATION OF TEN (10) AND TWELVE (12) MONTH SUPPORT EMPLOYEES

- A. Each support employee shall be evaluated at least once each academic year.
- B. After each evaluation, a conference will be held between the evaluator and the support employee. Upon completion of the conference, the support employee shall affix his/her signature to an evaluation conference record to indicate his/her participation in the conference. The signature of the support employee on the report shall not imply agreement with its contents, and the support employee may attach comments and/or reactions to the evaluation report within ten (10) working days. Such comments shall be made a part of the support employee's personnel file.
- C. A support employee shall have the right, upon request, to review the contents of his/her personnel file and to obtain copies, at the support employee's expense, of any documents contained therein.
- D. The support employee shall be given a duplicate copy of any evaluation report one day prior to a conference.
- E. Grievances concerning the content or substance of an administrative evaluation shall terminate at the superintendent level except on the grounds of bad faith and/or discrimination, in which case they will terminate at Board Level 4 (Article 3). Grievance under this Article shall not be arbitrable.

Article 25

EVALUATION OF TWELVE (12) MONTH MAINTENANCE EMPLOYEES

- A. Each maintenance employee shall be evaluated at least once each academic year.
- B. After each evaluation, a conference will be held between the evaluator and the maintenance employee. Upon completion of the conference, the maintenance employee shall affix his/her signature to an evaluation conference record to indicate his/her participation in the conference. The signature of the maintenance employee on the report shall not imply agreement with its contents, and the maintenance employee may attach comments and/or reactions to the evaluation report within ten (10) working days. Such comments shall be made a part of the maintenance employee's personnel file.
- C. A maintenance employee shall have the right, upon request, to review the contents of his/her personnel file and to obtain copies, at the maintenance employee's expense, of any documents contained therein.

D. The maintenance employee shall be given a duplicate copy of any evaluation report one day prior to a conference.

E. Grievances concerning the content or substance of an administrative evaluation shall terminate at the superintendent level except on the grounds of bad faith and/or discrimination, in which case they will terminate at Board Level 5 (Article 3). Grievance under this Article shall not be arbitrable.

Article 26

EMPLOYEE PROTECTION

A. Whenever any criminal action is brought against an employee, the Board shall reimburse him/her for salary during the time of suspension, if any, if the criminal action results in a favorable decision to said employee.

B. Employees shall report in writing any accident and/or injury suffered by them in connection with their employment to their principal or other immediate superior within twenty-four (24) hours or the next regular school day, whichever is sooner. Such notification shall be immediately forwarded to the superintendent.

C. Employees shall not be charged sick leave or personal leave if injury suffered by them is received in connection with their employment. An employee shall turn over to the Board any Workers' Compensation received while absent with pay as a result of the job-related injury.

D. The Board shall abide by the provisions of NJSA 18A: 30-2.1 with respect of sick leave and job-related injuries.

Article 27

SALARIES

A. TEACHERS

1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
2. Teachers shall receive their final check on the last working day in June.

B. TEN (10) MONTH SUPPORT EMPLOYEES

Salary payments shall be in twenty (20) equal semi-monthly installments.

C. ALL EMPLOYEES

Paychecks will be issued on the 15th and 30th of every month with the following exceptions:

1. When the above dates fall on a weekend, the paychecks will be issued on the Friday before.
2. When the above dates fall during a holiday period, the paychecks will be issued on the last teacher workday prior to the holiday.

D. The Board will provide automatic deductions for a credit union for all employees.

E. Automatic payroll deductions will be made available for all employees.

F. Teachers serving on district committees, including PAC and summer CST committee staffings, will be reimbursed on an hourly basis as follows.

2008-2009	\$47
2009-2010	\$48
2010-2011	\$49

G. Support employees serving on district committees will be reimbursed on an hourly basis as follows:

	<u>Instr. Assoc./</u> <u>Lib. Tech.</u>	<u>Resource</u> <u>Assistants</u>
2008-2009	\$28	\$15
2009-2010	\$28	\$15
2010-2011	\$28	\$15

H. SERVICE AWARD

1. **2008-2009:**

A. Employees who have been continuously employed in the district on or prior to September 1, 1983 and have been at maximum for at least one year will have their salary increased by \$2,500.

B. Employees who have been continuously employed in the district on or prior to September 1, 1988 and have been at maximum for at least one year will have their salary increased by \$1,800.

C. Employees who have been continuously employed in the district on or prior to September 1, 1993 and have been at maximum for at least one year will have their salary increased by \$400.

2. **2009-2010:**

A. Employees who have been continuously employed in the district on or prior to September 1, 1984 and have been at maximum for at least one year will have their salary increased by \$2,700.

B. Employees who have been continuously employed in the district on or prior to September 1, 1989 and have been at maximum for at least one year will have their salary increased by \$2,200.

C. Employees who have been continuously employed in the district on or prior to September 1, 1994 and have been at maximum for at least one year will have their salary increased by \$600.

3. **2010-2011:**

A. Employees who have been continuously employed in the district on or prior to September 1, 1985 and have been at maximum for at least one year will have their salary increased by \$3,300.

B. Employees who have been continuously employed in the district on or prior to September 1, 1990 and have been at maximum for at least one year will have their salary increased by \$2,500.

C. Employees who have been continuously employed in the district on or prior to September 1, 1995 and have been at maximum for at least one year will have their salary increased by \$700.

I. SCHEDULES:

INSTRUCTIONAL ASSOCIATES

2008-2009

Step	NC	45*	60	75*	90	105**	120**
1	15,321	18,453	20,059	21,023	21,867	22,590	23,443
2	15,527	18,659	20,266	21,229	22,074	22,797	23,650
3	15,799	18,866	20,472	21,436	22,280	23,003	23,856
4	16,358	19,072	20,679	21,642	22,487	23,210	24,063
5	16,871	19,616	21,222	22,185	23,030	23,754	24,606
6	18,133	20,957	22,562	23,526	24,370	25,094	25,946
7	19,142	22,026	23,633	24,597	25,441	26,164	27,017
8	20,182	23,130	24,737	25,700	26,545	27,268	28,121
9	23,819	26,990	28,596	29,559	30,404	31,128	31,980
10	27,879	31,298	32,905	33,868	34,713	35,436	36,289
11	31,939	35,607	37,214	38,176	39,022	39,745	40,598

*Instructional Associates hired and working effective on or after July 1, 2005 will not be eligible to move onto the 45 credit column or the 75 credit column.

**Instructional Associates hired and working effective on or after July 1, 2008 will not be eligible to move onto the 45, 75, 105 or the 120 credit column.

INSTRUCTIONAL ASSOCIATES

2009-2010

Step	NC	45*	60	75*	90	105**	120**
1	15,822	19,056	20,715	21,710	22,582	23,329	24,210
2	16,035	19,269	20,928	21,923	22,796	23,542	24,423
3	16,315	19,483	21,142	22,137	23,009	23,755	24,636
4	16,893	19,696	21,355	22,350	23,222	23,969	24,850
5	17,422	20,258	21,916	22,911	23,783	24,531	25,410
6	18,726	21,642	23,300	24,295	25,167	25,915	26,795
7	19,768	22,747	24,406	25,401	26,273	27,020	27,900
8	20,842	23,887	25,546	26,541	27,413	28,160	29,040
9	24,598	27,873	29,531	30,526	31,398	32,146	33,025
10	28,791	32,322	33,981	34,976	35,848	36,594	37,475
11	32,984	36,771	38,431	39,425	40,298	41,044	41,925

*Instructional Associates hired and working effective on or after July 1, 2005 will not be eligible to move onto the 45 credit column or the 75 credit column.

**Instructional Associates hired and working effective on or after July 1, 2008 will not be eligible to move onto the 45, 75, 105 or the 120 credit column.

INSTRUCTIONAL ASSOCIATES

2010-2011

Step	NC	45*	60	75*	90	105**	120**
1	16,339	19,679	21,393	22,420	23,321	24,092	25,001
2	16,559	19,899	21,613	22,640	23,541	24,312	25,222
3	16,849	20,120	21,833	22,861	23,761	24,532	25,442
4	17,446	20,340	22,053	23,081	23,982	24,752	25,662
5	17,992	20,920	22,633	23,660	24,561	25,333	26,241
6	19,339	22,350	24,062	25,089	25,990	26,762	27,671
7	20,415	23,490	25,204	26,231	27,132	27,903	28,813
8	21,524	24,668	26,381	27,409	28,309	29,080	29,990
9	25,402	28,784	30,497	31,524	32,425	33,197	34,105
10	29,732	33,378	35,092	36,119	37,020	37,791	38,701
11	34,062	37,974	39,687	40,714	41,616	42,387	43,296

*Instructional Associates hired and working effective on or after July 1, 2005 will not be eligible to move onto the 45 credit column or the 75 credit column.

**Instructional Associates hired and working effective on or after July 1, 2008 will not be eligible to move onto the 45, 75, 105 or the 120 credit column.

MAINTENANCE

2008-2009

STEP	MAINTENANCE MECHANIC	MASTER MECHANIC
1	39,366	44,466
2	40,866	45,966
3	42,366	47,466
4	43,866	48,966
5	45,366	50,466
6	46,866	51,966
7	48,366	53,466
8	49,866	54,966
9	51,366	56,466
10	52,866	57,966

Black Seal license holders receive a \$250 stipend paid in December.

Temporary summer employees to be paid an hourly rate to be determined by the Board of Education.

MAINTENANCE

2009-2010

STEP	MAINTENANCE MECHANIC	MASTER MECHANIC
1	40,653	45,753
2	42,202	47,302
3	43,751	48,851
4	45,300	50,400
5	46,849	51,949
6	48,399	53,499
7	49,948	55,048
8	51,497	56,597
9	53,046	58,146
10	54,595	59,695

Black Seal license holders receive a \$250 stipend paid in December.

Temporary summer employees to be paid an hourly rate to be determined by the Board of Education.

MAINTENANCE

2010-2011

STEP	MAINTENANCE MECHANIC	MASTER MECHANIC
1	41,983	47,083
2	43,582	48,682
3	45,182	50,282
4	46,782	51,882
5	48,381	53,481
6	49,981	55,081
7	51,581	56,681
8	53,181	58,281
9	54,780	59,880
10	56,380	61,480

Black Seal license holders receive a \$250 stipend paid in December.

Temporary summer employees to be paid an hourly rate to be determined by the Board of Education.

RESOURCE ASSISTANTS

Step	2008-2009	2009-2010	2010-2011
1	12,400	12,806	13,225
2	12,607	13,019	13,445
3	12,814	13,233	13,665
4	13,020	13,446	13,885
5	13,146	13,576	14,020
6	14,556	15,031	15,523
7	15,965	16,487	17,026
8	17,375	17,943	18,529
9	18,784	19,398	20,033
10	20,194	20,854	21,536
11	21,601	22,307	23,037

1. \$250 added to salary for each block of 15 credits in the field of education.

SECRETARIES

Step	2008-2009	2009-2010	2010-2011
1	26,949	27,830	28,740
2	27,155	28,043	28,960
3	27,465	28,363	29,291
4	27,775	28,683	29,621
5	27,981	28,896	29,841
6	28,868	29,812	30,787
7	29,887	30,864	31,873
8	30,562	31,561	32,593
9	31,339	32,364	33,423
10	32,343	33,401	34,493
11	36,262	37,448	39,725
12	40,181	41,494	44,957
13	47,092	48,632	50,222

1. Secretaries step/guide salaries will increase \$250 for each block of 15 credits (college or in house) per Article 21, to a maximum of thirty credits (\$500).
2. Secretaries who hold an Associate's Degree will receive their step/guide salary plus \$750 and may apply 1. above after the date of their degree.
3. Secretaries who hold a Bachelor's Degree will receive their step/guide salary plus \$1,500 and may apply 1. above after the date of their degree.

TEACHERS

2008-2009

STEP	BA	BA+15	BA+30	MA/ BA+45	M+15	M+30	M+45	M+60	DOC
1	43,902	45,270	46,344	47,418	48,492	49,566	50,640	51,713	52,787
2	44,402	45,770	46,844	47,918	48,992	50,066	51,140	52,213	53,287
3	44,918	46,286	47,360	48,434	49,508	50,582	51,656	52,730	53,804
4	45,434	46,803	47,876	48,950	50,024	51,098	52,172	53,246	54,320
5	46,467	47,835	48,909	49,983	51,057	52,131	53,205	54,279	55,353
6	46,880	48,248	49,322	50,396	51,470	52,544	53,618	54,692	55,766
7	47,603	48,971	50,045	51,119	52,193	53,267	54,341	55,414	56,488
8	48,326	49,694	50,768	51,842	52,916	53,989	55,063	56,137	57,211
9	51,397	52,765	53,839	54,913	55,987	57,060	58,134	59,208	60,282
10	54,160	55,528	56,602	57,676	58,750	59,824	60,898	61,971	63,045
11	57,309	58,677	59,751	60,825	61,899	62,973	64,047	65,121	66,195
12	61,006	62,374	63,448	64,522	65,596	66,670	67,744	68,818	69,892
13	67,119	68,487	69,561	70,635	71,709	72,783	73,857	74,931	76,005
14	79,407	80,775	81,849	82,923	83,997	85,071	86,145	87,219	88,292

MA.+15, M.A.+30, M.A.+45 and M.A.+60:

Credits shall be post Master's Degree and graduate level courses at approved colleges and universities, unless exempted under the provisions of Article 21, B.

TEACHERS

2009-2010

STEP	BA	BA+15	BA+30	MA/ BA+45	M+15	M+30	M+45	M+60	DOC
1	45,387	46,800	47,909	49,018	50,127	51,236	52,345	53,454	54,563
2	45,887	47,300	48,409	49,518	50,627	51,736	52,845	53,954	55,063
3	46,387	47,800	48,909	50,018	51,127	52,236	53,345	54,454	55,563
4	46,920	48,333	49,442	50,551	51,660	52,769	53,878	54,987	56,096
5	47,986	49,399	50,508	51,617	52,726	53,835	54,945	56,054	57,163
6	48,413	49,826	50,935	52,044	53,153	54,262	55,371	56,480	57,589
7	49,159	50,572	51,681	52,790	53,899	55,008	56,118	57,227	58,336
8	49,906	51,319	52,428	53,537	54,646	55,755	56,864	57,973	59,082
9	53,077	54,490	55,599	56,708	57,817	58,926	60,035	61,144	62,253
10	55,931	57,344	58,453	59,562	60,671	61,780	62,889	63,998	65,107
11	59,183	60,596	61,705	62,814	63,923	65,032	66,141	67,250	68,359
12	63,001	64,414	65,523	66,632	67,741	68,850	69,959	71,068	72,177
13	69,314	70,727	71,836	72,945	74,054	75,163	76,272	77,381	78,490
14	82,004	83,416	84,526	85,635	86,744	87,853	88,962	90,071	91,180

M.A.+15, M.A.+30, M.A.+45 and M.A.+60:

Credits shall be post Master's Degree and graduate level courses at approved colleges and universities, unless exempted under the provisions of Article 21, B.

TEACHERS

2010-2011

STEP	BA	BA+15	BA+30	MA/ BA+45	M+15	M+30	M+45	M+60	DOC
1	46,954	48,414	49,559	50,704	51,849	52,995	54,140	55,285	56,431
2	47,454	48,914	50,059	51,204	52,349	53,495	54,640	55,785	56,931
3	47,954	49,414	50,559	51,704	52,849	53,995	55,140	56,285	57,431
4	48,454	49,914	51,059	52,204	53,349	54,495	55,640	56,785	57,931
5	49,556	51,015	52,160	53,305	54,451	55,596	56,741	57,886	59,032
6	49,996	51,455	52,601	53,746	54,891	56,036	57,182	58,327	59,472
7	50,767	52,226	53,371	54,517	55,662	56,807	57,953	59,098	60,243
8	51,538	52,997	54,142	55,288	56,433	57,578	58,723	59,869	61,014
9	54,813	56,272	57,417	58,563	59,708	60,853	61,998	63,144	64,289
10	57,760	59,219	60,364	61,510	62,655	63,800	64,945	66,091	67,236
11	61,119	62,578	63,723	64,868	66,014	67,159	68,304	69,449	70,595
12	65,061	66,520	67,665	68,811	69,956	71,101	72,247	73,392	74,537
13	74,873	76,332	77,477	78,623	79,768	80,913	82,059	83,204	84,349
14	84,685	86,144	87,289	88,435	89,580	90,725	91,871	93,016	94,161

M.A.+15, M.A.+30, M.A.+45 and M.A.+60:

Credits shall be post Master's Degree and graduate level courses at approved colleges and universities, unless exempted under the provisions of Article 21, B.

EXTRA CURRICULAR COACHES AND ADVISORS STIPENDS

Activity	2008-2009	2009-2010	2010-2011
Adopt a Grandparent	\$3,280	3,439	3,606
Band: Viking	3,480	3,649	3,826
Norseman	2,430	2,548	2,672
Bus Supervisors	3,586	3,760	3,942
Chess Club	2,114	2,216	2,324
Chorus	3,280	3,439	3,606
Computer Club	2,437	2,555	2,679
Drama Director	4,574	4,795	5,028
Tech Director	3,237	3,394	3,558
Production Assistant	1,228	1,287	1,350
Elem. Homework Helper/Coordinator	2,537	2,660	2,789
Environmental Club	2,437	2,555	2,679
Foreign Language Club	2,437	2,555	2,679
Lunchroom VMS (8)	3,321	3,482	3,651
Magazine	2,114	2,216	2,324
Newspaper	2,537	2,660	2,789
Orchestra	3,480	3,649	3,826
School Store	2,114	2,216	2,324
Science Olympiad	2,114	2,216	2,324
Olympics/Mind (2)	2,114	2,216	2,324
Student Council: Head	3,808	3,993	4,187
Assistant	2,750	2,884	3,023
Technology Ed.	2,114	2,216	2,324
Voorhees Viking Volunteers	2,537	2,660	2,789
Yearbook	3,228	3,385	3,549
Yearbook Assistant	2,116	2,218	2,326
Sports			
Baseball: Boys' Head	3,622	3,797	3,981
Boys' Asst.	2,356	2,470	2,590
Basketball: Boys' Head	4,575	4,796	5,029
Boys' Asst.	2,949	3,092	3,242
Girls' Head	4,575	4,796	5,029
Girls' Asst.	2,949	3,092	3,242
Cheerleading	2,836	2,974	3,118
Assistant Cheerleading	1,788	1,874	1,965
Field Hockey: Head	3,709	3,888	4,077
Asst.	2,401	2,518	2,640
Intramurals (2)	2,144	2,248	2,357
Running Club	2,141	2,245	2,354
Soccer: Boys' Head	3,709	3,888	4,077
Boys' Asst.	2,401	2,518	2,640
Girls' Head	3,709	3,888	4,077
Girls' Asst.	2,401	2,518	2,640
Softball: Girls' Head	3,622	3,797	3,981
Girls' Asst.	2,356	2,470	2,590

Track: Head	\$3,622	\$3,797	\$3,981
Asst.	2,356	2,470	2,590
Asst.	2,356	2,470	2,590
Asst.	2,356	2,470	2,590
Asst.	2,356	2,470	2,590
Wrestling: Head	4,575	4,796	5,029
Asst.	2,949	3,092	3,242
After School Supervisor	73.00	77.00	81.00

Prior to the establishment of any new extra curricular position, parties will negotiate compensation. Appointment to advisorship and stipend must be approved by the Board each year. Appointment is for a one year period only, based on administrative recommendation.

J. In order to be eligible for an increment, a full-time or daily employed part-time ten (10) month employee must have worked and/or been on approved paid leaves of absence under the terms of this contract for ninety-three (93) or more days during the contract year. A full time or daily employed part time twelve (12) month support employee must have worked and or/been on approved paid leaves of absence under the terms of this contract for one hundred fifteen (115) or more days during this contract. The Board shall have the discretion to grant credit to a new employee for the days he/she worked in another school district during the year in which they begin to work in Voorhees.

K. In accordance with 18-A-29:14, the Board of Education has the right to withhold salary increments of teachers.

1. Written notification of such action will be submitted to the affected teacher by April 30th of that school year. This deadline shall apply only where the withholding is made for reasons of inefficiency.
2. The withholding of an increment shall not be arbitrable.

L. Any course credit for placement on the salary guide shall have advanced approval of the superintendent. Courses shall be in an educationally related curriculum.

M. Any teacher or ten (10) month support employee obtaining sufficient additional credits to be placed on a new column shall be put on that column on the next subsequent September 1st or February 1st after the completion of all necessary course work and/or requirements. Twelve (12) month support employees shall be put on that column on the next subsequent July 1st or Feb.1st.

N. The Board will provide employees the ability to have A.P.D. deductions for tax deferred annuities.

O. No staff member can earn credits for inservice attended during their normal work day for which they are paid.

Article 28

HEALTH INSURANCE

- A. The Board will provide one of the following:
1. AmeriHealth Personal Choice Medical Plan or equal, \$15.00 co-pay, or
 2. AmeriHealth Traditional Medical Plan or equal - Board cost not to exceed 1. above.
- B. The prescription plan for all employees and their families will have a co-pay of \$10.00 for generic, \$20.00 for brand name at pharmacy and mail-in.
- C. There shall be a dental insurance program for employees and their families. Effective July 1, 2008 the maximum annual Board contribution shall be \$1,411. Effective July 1, 2009 the maximum annual Board contribution will be \$1,474. Effective July 1, 2010 the maximum annual Board contribution will be \$1,541.
- D. There shall be a vision insurance program for employees and their families. Effective July 1, 2008 the maximum annual Board contribution will be \$292. Effective July 1, 2009 the maximum annual Board contribution will be \$305. Effective July 1, 2010 the maximum annual Board contribution will be \$318.
- E.1. Employees hired and working in a new permanent position on or before March 1st for the contractual year, shall be eligible for single only health, prescription, dental and vision benefits for the period of twelve (12) months.
2. Employees hired after September 1 will be eligible for and receive benefits effective the first of the month following thirty (30) calendar days of employment.
- F. An employee hired and working after March 1st to the end of the contractual year, shall not be entitled to, nor receive, any health benefits.
- G. Employees hired and working in a replacement position (position being held for an employee on a leave of absence) shall be entitled to single Personal Choice Medical plan only, as provided in A.1. They are not eligible for dental, prescription nor vision coverage for the first twelve (12) months.
- H. An employee may adjust, add or delete coverage only during the month of July. Additional dental, prescription and vision coverage may also be added in February.
- I. Benefits will terminate at the end of the last month of employment.

J. 1. For the length of this contract, employees who are eligible for husband and wife or family coverage, and who can submit written documentation of double coverage through their spouse, may elect to opt out or withdraw from the employees' medical and prescription coverage. Such employees who opt out or withdraw from the employees' medical and prescription coverage will receive a reimbursement of \$2,500 or 25% of the premium, whichever is higher, at the end of the year for each full year (July 1 through June 30) that they do not select coverage. This does not include dental or vision benefits.

2. Employees who have initially withdrawn from the employees' medical and prescription coverage may not reenter the plan until the next open enrollment at the beginning of the subsequent year. Employees who lose coverage due to a life event (death, divorce, unemployment, separation, retirement, military discharge) may re-enroll on the first of the month following thirty (30) days of written notice to the board of the change in status with appropriate documentation.

3. This plan is subject to Section 125 of the Internal Revenue Service regulations.

Article 29

WORK STOPPAGES

Any employee who engages in any strike or work stoppage (i.e., the concerted failure to report for duty, or willful absence of an employee from his/her position) shall have his/her salary reduced 1/200th per day for any period of non-service.

Article 30

DUES DEDUCTIONS

A. The Board agrees to deduct dues from the salaries of employees for the Voorhees Township Education Association, the Camden County Education Association, the New Jersey Education Association 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 over a ten (10) month period commencing in September of the school year. Said monies together with records of any corrections shall be transmitted to the treasurer of the New Jersey Education Association by the 15th of each month following the monthly pay period in which deductions were made. Employee authorizations shall be in writing in the form set forth below:

AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Soc.Sec.No _____

School Building _____ District _____

TO: Disbursing Officer - Voorhees Township Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments over a ten (10) month period commencing in September of the school year. I understand that the disbursing officer will discontinue such deductions only if I file notice of withdrawal as of January 1 next succeeding the period when deductions are made. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all of its officers from any liability thereof.

I designate the Voorhees Township Education Association to receive dues and distribute according to the organization(s) indicated:

Voorhees Township Education Association

Camden County Education Association

New Jersey Education Association

National Education Association.

Signature _____

Date _____

- B. 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 shall give the Board written notice prior to the effective date of such change.
- C. All authorizations for dues deduction must be received by August 1st of the school year.
- D. The filing of notice of an employee's withdrawal shall be prior to January 1st and become effective to halt deductions as of the following school year.
- E. The Association shall have the right to collect an agency fee from employees represented by the Association but not joining the Association.
1. If an employee does not become a member of the Association during any membership year (i.e. from July 1 to the following June 30) which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
 2. On or before June 1st preceding each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The Representative fee shall be in the amount equal to eighty-five percent of the regular Association membership dues, fees and assessment as certified to the Board by the Association.
 3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible be the same as those used for the deduction and transmission of regular membership dues to the Association.
 4. Once during each membership year, covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees the full amount of the representation fee in equal installments from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - a. Ten (10) days after receipt of the aforesaid list by the Board; or
 - b. Sixty (60) days after a newly hired employee begins his or her employment in a bargaining unit position, or
 - c. Ten (10) days after reentry into employment within the unit by an employee previously employed and who continued Board employment in a non-bargaining unit position or was on layoff, whichever is later.
 5. The Association will notify the Board in writing of any changes in the list provided for in Paragraph 4 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

6. 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 30 day pay period. This list will include names, job titles and dates of employment for all such employees.

7. If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

8. The association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of any action taken or not taken by the Board in conformance with this provision.

Article 31

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes the entire agreement or understanding between the parties concerning the terms and conditions of employment, and the Board and Association shall carry out the commitments contained herein and give them full force and effect.

B. Any contract between the Board and an employee, as defined in Article I, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If such a contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by letter at the following addresses:

1. If by Association to Board: Voorhees Schools Administrative Building, 329 Route 73, Voorhees, NJ 08043.
2. If by Board to Association: To the respective president's school.

D. SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Article 32

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2008; and shall continue in effect until June 30, 2011.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated above.

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

VOORHEES TOWNSHIP EDUCATION ASSOCIATION:

By
President *Trudith Lockopson*

By
Secretary *Jayne A. Meyers*

VOORHEES TOWNSHIP BOARD OF EDUCATION

By
President *Richard L. Wojcik*

By
Secretary *Frank T. DeBernardino*