

# **AGREEMENT**

Between

**VOORHEES TOWNSHIP**  
**BOARD OF EDUCATION**

and

**VOORHEES TOWNSHIP**  
**EDUCATION ASSOCIATION**

~~X~~ **JULY 1, 1987 THROUGH JUNE 30, 1990**

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## **PREAMBLE**

This Agreement has been entered into this 1st day of July, 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. 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:

- Teachers, classroom
- Librarians
- Learning Disabilities Teacher Consultants
- Nurses
- Social Workers
- Guidance Counselors
- Occupational Therapists
- Psychologists
- Instructional Associates
- Resource Assistants
- Library Associates
- Health Associates

but excluding:

- Business Administrator
- Principals
- Vice Principals

Director of C.E.R.  
Director of Special Services  
Director of Chapter I/Basic Skills  
Assistant Superintendent for Curriculum and Instruction  
All other non-certified positions within the Boerd District  
Physical Therapists

- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to ell certified employees represented by the Association in the negotiating unit as above defined.
- C. Unless otherwise indicated, the term "support employees" when used hereinafter in this Agreement, shall refer to all instructional associates and resource assistants represented by the Association in the negotiating unit as above defined.
- D. 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 misinterpretation, 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 Board to renew a contract for a non-tenured teacher.
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

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 limit himself to the issues submitted to him and shall consider nothing else. He 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. 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.
- D. 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 fourth 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.
- E. 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.

\_\_\_\_\_  
Grievance Number \*

**EMPLOYEE GRIEVANCE**  
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: Specify 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  
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 \*

## 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
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 building principal.
  2. If the matter cannot be satisfactorily resolved at the first level, it shall be discussed by the complainant with the building principal.
  3. If a satisfactory solution is not achieved by discussion with the building 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.

#### **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 typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies 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 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.

#### **Article 6**

#### **BOARD'S RIGHTS**

- A. The Board, 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, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgement 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. 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.

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,  $\frac{1}{2}$  credit for years of non-public school experience.
4. The Board may, in individual circumstances, allow greater credit than is provided in paragraphs 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-tenure 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. SUPPORT EMPLOYEES**

1. The Board 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 a two (2) week notification.
3. Instructional Associates who earn a degree and become properly certified shall be given consideration for teaching positions as they become available.
4. In the event of a reduction-in-force of support employees layoffs shall be made on the following basis:
  - a. Seniority lists shall be prepared for:
    - (1) Instructional Associates
    - (2) Library Associates
    - (3) Health Associates
    - (4) 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 under B.4.
- 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.

#### **Article 8**

#### **ASSIGNMENT, REASSIGNMENT, AND TRANSFERS**

- A. Vacancies to be filled shall be posted on all school office bulletin boards at least five (5) 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.
- B. Teachers 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 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 1st. Written requests for transfers must be made yearly. Non-tenured teachers shall not grieve such denial of such a request.
- C. 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.
- D. The transfer of a teacher shall not be arbitrable.

**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.

**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 (30) vacation days in any given contractual year.

**C. SUPPORT EMPLOYEES**

1. Resource Assistants shall be employed the same number of school days as the students.
2. Instructional, library and health associates shall work the same yearly school calendar as the teaching staff.

**Article 10**

**TEACHING HOURS AND TEACHING LOAD**

- A. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty sign-in roster.**
1. The child-study team (LDTC, social workers and psychologists) work an eight-hour day with one hour for lunch.

2. 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.
  3. Reporting times are to be specified by the superintendent.
- B. Academic classroom teachers in 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.
  - C. 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.
  - D. 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.
  - E. 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. Set forth in D. above.
  - F. The Board of Education will first seek to find qualified volunteers acceptable to it to participate in extra curricular activities. Where no such acceptable volunteer exists, 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 board 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.

- G. Each teacher shall be required to attend a maximum of two (2) evening functions per year as selected by the building principal with two (2) weeks advance 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.
- H. 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.
- I. 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.
- J. Teacher dismissal time on any day prior to holiday shall be ten (10) minutes after the student dismissal time.
- K. The Board will provide the last half of the last pupil day as a duty and assignment free teacher day for the purpose of completing the permanent record cards.
- L. 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.
- M. 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:
  - 1. Conferences shall not be scheduled later than fifteen (15) minutes prior to the end of the normal school day.
  - 2. Teachers shall give extended time beyond the normal school workday to complete the last scheduled conference.
  - 3. Parent-teacher conferences shall be scheduled as soon as possible after the first report period, but not later than December 14.

## **Article 11**

### **WORK DAY FOR SUPPORT EMPLOYEES**

- A. Rates of pay shall be hourly and the hours shall vary according to need as determined by the Board.
- B. 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.
- C. All employees working four (4) hours or more shall be guaranteed a break in duties during their work day. Employees who work more than four (4) hours shall receive a paid thirty (30) minute lunch period. The break is in addition to the duty-free lunch period with the time to be designated by the immediate administrator so as not to conflict with the employee's assigned duties.

## **Article 12**

### **SUBSTITUTES**

- A. The employee shall report his/her intention to be absent stating the reason. The call should be made prior to 7:00 A.M. The absence will be considered for **one day only** unless otherwise specified.
- B. Teachers who fail to call or who call late shall be suspended without pay for one day — deduction to be 1/200th of yearly salary. Such action subject to the discretion of the superintendent and/or his/her designee.
- C. The telephone number for substitute procurement shall be given to the employees at the first staff meeting of the year.

## **Article 13**

### **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. A maximum of only ten (10) unused sick days per year may be accumulated.

- B. A support employee employed twenty (20) hours or more per week shall be entitled to ten(10) sick days per year, with any unused sick leave accumulating from year to year.
- C. At the beginning of each school year, each employee shall receive a statement of the sick leave days accumulated up to that time.
- D.
  - 1. When a teacher'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.
  - 2. When a support employee's annual and accumulated sick leave has been exhausted, he/she may apply to the Board for extended sick pay. The Board of Education shall have the discretion of whether or not to grant such a request in each individual case.
- E. There shall be payment for accumulated sick leave upon retirement under the following terms:
  - 1. The employee must apply for, qualify for and receive T.P.A.F. or P.E.R.S. benefits.
  - 2. The employee must have been employed at least ten (10) consecutive years in the district.
  - 3. The employee must have 100 accumulated sick leave days at time of retirement to qualify for any payment.
  - 4. The payment shall be at the rate of \$10.00 per day up to a \$2,000 maximum for teachers and \$5.00 per day up to a \$1,000 maximum for support employees.  
Effective July 1, 1988 the payment shall be at the rate of \$15.00 per day up to a \$3,000 maximum for teachers and \$7.50 per day up to a \$1,500 maximum for support employees.
  - 5. The days set forth in 3. above are compensable.
- F. Previously accumulated unused sick leave days will be restored to all teachers returning from an approved leave of absence.
- G. No sick leave of any kind will accumulate during a leave of absence for any reason.
- H.
  - 1. Effective July 1, 1987, the parties will agree to an experimental good attendance annual program. The concepts contained

- below will be in effect for the life of this contract.
2. Any employee in the unit who works for an entire 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 14, A.6 or Article 14, A.7. Teachers qualifying shall receive a \$500 Bond; support employees qualifying shall receive a \$250 Bond.
  3. Provisions of H.1-H.2 above shall expire June 30, 1990, unless the parties mutually and in writing agree to extend their terms beyond that date.

#### **Article 14**

#### **TEMPORARY LEAVES OF ABSENCE**

- A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
  1. If employed during July through October, three (3) days leave of absence; employed from November through February, two (2) days leave of absence; employed from March through June, 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 and the applicant for such leave shall not be required to state the reason for taking such leave, except as required below.
  3. 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. Personal leave requests 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 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) 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, and any other individuals residing in the employee's household.
  8. Up to two (2) days in any one year in the event of serious illness of an employee's spouse, father, mother, child, sister or brother.
  9. Unused personal days under A.1 above shall convert to accumulated sick leave on June 30 of each year.
- B. Leaves taken pursuant to Section A of this Article shall be in addition to any sick leave to which the employee is entitled.

## **Article 15**

### **EXTENDED LEAVES OF ABSENCE**

#### **A. 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 anticipate disability due to child-birth, the employee must request a leave of absence under this section 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. Following any difference of medical opinion between the Board's physician and the employee's physician, they shall select a third physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by the third physician under this paragraph shall be shared equally by the employee and the Board.
  - e. Just Cause. Any other "just cause" as defined in N.J.S.A. Title 18A.
4. The employee requesting a leave under the provisions of Paragraph 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.
5. The employee requesting leave under Paragraph 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.
6. 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.

7. 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, and the parties will be governed by the opinion of the third physician. The expense of the third physician will be shared by the parties.
8. Where disability leave is requested to commence during the first month of a school year, such leave must commence at the start of that school year.
9. If the provisions of the foregoing sections have been met the Board shall grant an unpaid leave of absence to a support employee with 30 months' service or to a teacher up to the balance of a year which concludes on June 30 and for one (1) additional year, if necessary.
10. 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.
11. Any pregnant employee will be deemed eligible for sick leave to the extent allowable or to utilize accumulated sick leave twenty (20) working days prior to the expected date of birth and shall continue until twenty (20) working days after the date of birth. If an employee shall file a certificate from her physician that she is disabled beyond the times stated as a consequence of an abnormal pregnancy or birth, and upon approval of the district's medical officer, she shall be paid sick leave for the period of time she is so disabled. Disputes under this provision shall follow the procedure set forth in 7. above.
12. 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.
13. Except as provided above, no employee shall be barred from returning to duty after the birth of the person's child solely on the ground that there has not been a specified time lapse between the birth and the employee's desired date of return.

#### B. CHILDCARE LEAVES

1. A non-tenured employee shall only be entitled to a leave up to the expiration of his/her contract.
2. Tenured approved leaves 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 April 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.

Where leave has been granted for the subsequent full school year, the teacher on such leave shall inform the superintendent in writing by April 1 of her/his intention to return to school on the first work day in September following the conclusion of the approved leave. In addition, any teacher who has been approved for a subsequent full school year but who desires to return prior to that year's leave commencing shall inform the superintendent in writing by April 1 of her/his intention to return to school on the first work day in September.

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 teacher adopting a child shall be granted a childrearing leave in conformity with the provisions of B.1 or B.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.

The expiration of all child-rearing leaves shall coincide with the beginning of the next school year unless a tenured teacher is permitted to return at another time under the provisions of B.3. above.

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. The Board and the principal assume no responsibility for reassigning the teacher to the same classroom or the same grade.

7. A teacher on a voluntary leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required.
- C. Other leaves may be granted by the Board but denials of such shall not be arbitrable.

## **Article 16**

### **SABBATICAL LEAVES**

- A. A sabbatical leave, without pay, for one year may be granted to a teacher by the Board for full time credit graduate study, including study in another area of specialization, or travel, subject to the following conditions:
1. Not more than four (4%) percent of the teachers 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 teacher 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.
- 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 study, the teacher 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 17

### EDUCATIONAL IMPROVEMENT

#### A. REIMBURSEMENT OF COURSES

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 \$200 per credit up to \$1,225 per year. All courses must receive prior approval of the Board.
2. A grade of "B" or better must be achieved to receive reimbursement under 1. and B. below.
3. All courses for reimbursement must be taken for credit.
4. Reimbursement is for tuition only and excludes miscellaneous fees, books, etc.
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 (60) day period shall result in no reimbursement.
6. Reimbursement will be made for attendance at professional workshop conferences or mini-courses which have had prior approval of the superintendent.

#### B. TEACHERS

Course reimbursement and credit towards 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.

## **Article 18**

### **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.
  5. Lunchroom duty or outside duty at lunchtime may be requested by the superintendent or building principal.

## **Article 19**

### **EVALUATION OF TEACHERS**

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.
2. Classroom observations should be of sufficient length to observe at least one complete instructional activity or one full class period in the middle school.
3. An evaluator and/or teacher may request an additional evaluator before tenure is granted or refused.
4. Tenured certificated staff shall receive a minimum of one classroom observation and a written summary evaluation report per year.
5. 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.

6. Classroom observations of staff work performance shall be conducted openly.
7. Areas of performance requiring improvement shall contain written explanation and suggestions for improvement. Areas of strength shall also be noted, where applicable.
8. Individual staff professional improvement plans shall be developed by staff members annually in conjunction with the appropriate administrator.
9. 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.
10. 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.
11. 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.
12. 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.
13. An effort shall be made to keep written evaluations confidential.
14. 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.

15. 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 afore-mentioned person.
16. Grievances concerning the content or substance of an administrative evaluation shall not be arbitrable.

## **Article 20**

### **EVALUATION OF 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 21**

### **TEACHER PROTECTION**

- A. Whenever any criminal action is brought against a non-tenured teacher, 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 teacher.
- B. Teachers 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. Teachers shall not be charged sick leave or personal leave if injury suffered by them is received in connection with their employment. A teacher shall turn over to the Board any Workmen's Compensation received while absent with pay as a result of the job-related injury.

## **Article 22**

### **SUPPORT EMPLOYEE PROTECTION**

- A. Support employees shall report in writing any accident and/or injury suffered by them in connection with their employment to their principal or other immediate supervisor within twenty-four (24) hours or the next regular school day whichever is sooner. Such notification shall be immediately forwarded to the superintendent.
- B. The Board shall abide by the provisions of NJSA 18A:30-2.1 with respect to sick leave and job-related injuries.

## **Article 23**

### **SALARIES**

- A. **TEACHERS**
  - 1. Teachers employed on a ten (10) month basis shall have the option of being paid in twenty (20) equal semi-monthly installments, or on a twelve (12) month basis for twenty (20) semi-monthly installments and two (2) monthly (July and August) installments. (For the latter to be effective, 25% or more

teachers must accept this option.)

2. Teachers shall receive their final check on the last working day in June.

#### B. 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. SCHEDULES

### SALARY GUIDE

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86-87	87-88						
STEP	STEP	BA	BA + 15	MA/B + 45	M + 15	M + 30	MA + 45
	1	20,185	21,185	22,185	23,185	24,185	25,185
1-2	2	20,435	21,435	22,435	23,435	24,435	25,435
3-4	3	20,735	21,735	22,735	23,735	24,735	25,735
5	4	21,425	22,425	23,425	24,425	25,425	26,425
8	5	22,085	23,085	24,085	25,085	26,085	27,085
7	8	22,985	23,985	24,985	25,985	26,985	27,985
8	7	23,485	24,485	25,485	26,485	27,485	28,485
9	8	24,135	25,135	26,135	27,135	28,135	29,135
10	9	25,385	26,385	27,385	28,385	29,385	30,385
11	10	26,385	27,385	28,385	29,385	30,385	31,385
12	11	27,385	28,385	29,385	30,385	31,385	32,385
13	12	28,385	29,385	30,385	31,385	32,385	33,385
14-15	13	31,060	32,060	33,060	34,060	35,060	36,060

**Teachers who completed fifteen (15) years of employment in 88-87 shall be paid the step thirteen (13) salary plus a four (4) % longevity payment.**

**Teachers  
88-89**

<b>STEP</b>	<b>BA</b>	<b>BA + 15</b>	<b>BA + 30</b>	<b>MA/B + 45</b>	<b>M + 15</b>	<b>M + 30</b>	<b>MA + 45</b>
1	21,275	22,375	22,875	23,475	24,575	25,675	26,675
2	21,525	22,625	23,125	23,725	24,825	25,925	26,925
3	21,779	22,879	23,379	23,979	25,079	26,179	27,179
4	22,425	23,525	24,025	24,625	25,725	26,825	27,825
5	23,225	24,325	24,825	25,425	26,525	27,625	28,625
6	23,975	25,075	25,575	26,175	27,275	28,375	29,375
7	24,876	25,976	26,476	27,076	28,176	29,276	30,276
8	25,532	26,632	27,132	27,732	28,832	29,832	30,832
9	26,475	27,575	28,075	28,675	29,775	30,875	31,875
10	28,039	29,139	29,639	30,239	31,339	32,439	33,439
11	29,039	30,139	30,639	31,239	32,339	33,439	34,439
12	30,775	31,875	32,375	32,975	34,075	35,175	36,175
13	33,435	34,535	35,035	35,635	36,735	37,835	38,835

**Teachers who are on Step thirteen (13) in 87-88 shall be paid the step 13 salary above plus a four (4) percent longevity payment.**

**Teachers  
89-90**

<b>STEP</b>	<b>BA</b>	<b>BA + 15</b>	<b>BA + 30</b>	<b>MA/B + 45</b>	<b>M + 15</b>	<b>M + 30</b>	<b>MA + 45</b>	
1	22,350	23,475	23,975	24,575	25,675	26,775	27,775	
1	2	22,650	23,775	24,275	24,875	25,975	27,075	28,075
2	3	23,590	24,715	25,215	25,815	26,915	28,025	29,025
3	4	23,835	24,960	25,460	26,060	27,160	28,270	29,270
4	5	24,193	25,288	25,788	26,318	27,518	28,628	29,628
5	6	25,056	26,181	26,681	27,281	28,381	29,491	30,491
6	7	25,756	26,881	27,381	27,981	29,081	30,191	31,191
7	8	26,657	27,782	28,282	28,882	29,982	31,092	32,092
8	9	27,556	28,681	29,181	29,781	30,881	31,991	32,991
9	10	29,156	30,281	30,781	31,381	32,481	33,591	34,591
10	11	31,626	32,751	33,251	33,854	34,951	36,061	37,061
11	12	33,268	34,393	34,893	35,498	36,593	37,703	38,703
12	13	35,620	36,745	37,245	37,845	38,945	40,035	41,035

Teachers who are on Step thirteen (13) in 88-89 shall be paid the Step 13 above plus a four (4) percent longevity payment.

Prior to placing new employees on salary guide the board shall determine the proper step of the employee had the employee been working in 86-87.

**Instructional/Library/Health Associates**

**87-88**

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<b>STEP</b>	<b>B</b>	<b>C</b>	<b>D</b>
1	7,252	9,252	10,252
2	7,752	9,752	10,752
3	8,100	10,100	11,100
4	8,600	10,600	11,600
5	9,644	11,644	12,644
6	10,364	12,364	13,364
7	11,286	13,286	14,286
8	12,208	14,208	15,208
9	12,424	15,130	16,130
10	13,451	15,451	16,451
11	14,177	16,177	17,177

<b>STEP</b>	<b>86-87</b>	<b>87-88</b>
	*1	2
	2,3	3
	4	4
	*5	5
	*6	6
	7,8	7
	9,10	8
	*11,12	9
	*13	10
	14	11

**88-89**

<b>STEP</b>	<b>B(30)</b>	<b>C(60)</b>	<b>D(90)</b>
1	7,900	9,900	10,900
2	8,400	10,400	11,400
3	8,647	10,647	11,747
4	9,436	11,436	12,436
5	9,925	11,925	12,925
6	10,814	12,814	13,814
7	11,500	13,500	14,500
8	12,467	14,467	15,467
9	13,334	15,334	16,334
10	14,000	16,430	17,530
11	14,825	16,825	17,825

**Instructional associates who are on step 11 in 87-88 shall be paid the step 11 salary above plus a 4% longevity payment.**

**89-90**

<b>STEP</b>	<b>B(30)</b>	<b>C(60)</b>	<b>D(90)</b>	<b>E(120)</b>
1	8,900	10,600	11,600	12,600
2	9,400	11,100	12,100	13,100
3	9,747	11,447	12,447	13,447
4	10,065	11,765	12,765	13,765
5	10,956	12,656	13,656	14,656
6	11,647	13,347	14,347	15,347
7	12,312	14,012	15,012	16,012
8	13,166	14,866	15,718	16,718
9	14,298	15,998	16,998	17,998
10	14,430	16,130	17,130	18,130
11	15,800	17,763	18,763	19,763

**Instructional associates who are on step 11 on 88-89 shall be paid the step 11 salary above plus a 4.7% longevity payment.**

**Resource Assistants**

<b>STEP</b>	<b>87-88</b>	<b>88-89</b>	<b>89-90</b>
1	4.25	4.25	4.30
2	4.40	4.40	4.50
3	4.80	4.80	5.00
4	5.25	5.30	5.30
5	5.55	5.75	5.85
6	5.85	6.10	6.30
7	6.10	6.35	6.60
8	6.35	6.65	6.95
9	6.60	6.90	7.20
10	6.75	7.10	7.50

<b>STEP</b>	<b>86-87</b>	<b>87-88</b>
	*1	2
	*2	3
	*3	4
	4,5	5
	*6	6
	7,8	7
		8
	*9,10	9
	*11	10
	*12	

**Resource assistants who are on step 10 in 87-88 shall be paid the step 10 salary above plus a 4% longevity in '88-'89.**

**Resource assistants who are on step 10 in 88-89 shall be paid the step 10 salary plus a 4% longevity in '89-'90.**

**EXTRA CURRICULAR COACHES AND ADVISORS  
STIPENDS FOR 1987-88**

<b>Activity</b>	<b>1987-88</b>	<b>88-89</b>	<b>89-90</b>
Band	1555	1699	1846
Student Council - Head	1100	1202	1306
Student Council - Asst'	710	776	843
Drama	1100	1202	1306
Yearbook	1100	1202	1306
Bus Safety - Middle	1100	1202	1306
Bus Safety - Osage	900	983	1068
Bus Safety - Kresson	900	983	1068
Bus Safety - Hamilton	900	983	1068
Chorus	1100	1202	1306
Intramurals	725	792	861
Girls' Track	900	983	1068
Boys' Track	900	983	1068
Field Hockey - Head	920	1005	1092
Field Hockey - Asst'	625	683	742
Boys' Softball	900	983	1068
Girls' Softball	900	983	1068
Cheerleading	900	983	1068
Soccer - Head	920	1005	1092
Soccer - Asst'	625	683	742
Honor Society	840	918	998
Newspaper	840	918	998
Environmental Science	1100	1202	1306
Adopt a Grandparent	1100	1202	1306
Spanish Club	840	918	998
School Store	710	776	843
Computer Club	840	918	998
Boys' Basketball - Head	1185	1295	1407
Boys' Basketball - Asst'	740	808	878
Girls' Basketball - Head	1185	1295	1407
Girls' Basketball - Asst'	740	808	878
Wrestling - Head	1100	1202	1306
Wrestling - Asst'	710	776	843

**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.**



- E. In order to be eligible for an increment, a full-time or daily employed part-time 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. 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.
- F. 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.
- G. Upon initial employment, placement on the salary guide shall not be arbitrable.
- H. Any course credit for placement on the salary guide shall have advanced recommendation of the superintendent and approval of the Board. Courses shall be in an educationally related curriculum.
- I. An 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.
- J. Any support employee required to work more than forty (40) hours per week shall receive payment for the hours over forty (40) at one-and-one-half (1½) times the regular rate of pay for such aide computed on an hourly basis.
- K. The Board will provide employees the ability to have A.P.D. deductions made for one unit-wide designated investment planning fund.

## Article 24

### HEALTH INSURANCE

- A. 1. The Board will provide one of the following:
- a. Blue Cross/Blue Shield, Major Medical Plan, or
  - b. Washington National - Board to provide coverage in the amount of \$64.10 yearly.
2. Single employees receiving Blue Cross/Blue Shield may receive \$35.00 yearly towards Washington National Coverage.
3. There shall be a prescription insurance program. Effective July 1, 1987, the Board's annual maximum contribution per enrolled employee to such insurance shall be \$134. Effective July 1, 1988, the Board's annual maximum contribution per enrolled employee to such insurance shall be \$146. Effective July 1, 1989, the Board's annual maximum contribution per enrolled employee to such insurance shall be \$159.
4. There shall be a family dental insurance program. Effective July 1, 1987, the Board's annual maximum contribution per enrolled employee for single coverage under such a program shall be \$214. Effective July 1, 1987, the Board's annual maximum contribution per enrolled employee for family coverage under such a program shall be \$512. Effective July 1, 1988, the Board's annual maximum contribution per enrolled employee for single coverage under such a program shall be \$234. Effective July 1, 1988, the Board's annual maximum contribution per enrolled employee for family coverage under such a program shall be \$559. Effective July 1, 1989, the Board's annual maximum contribution per enrolled employee for single coverage under such a program shall be \$234. Effective July 1, 1989, the Board's annual maximum contribution per enrolled employee for family coverage under such a program shall be \$609.
5. If the monthly cost of prescription and/or dental insurance under A.3 and A.4 above exceeds the annual per enrolled employee Board contribution, the excess premiums shall be paid by the employees.
6. Employees hired and working on or before October 15th for the contractual year, shall be eligible for all health benefits.

7. Any employee hired and working after April 1 to the end of a contractual year, shall not be entitled to, nor receive, health benefits.
8. Employees hired and working for ninety calendar days or less shall be entitled to Blue Cross/Blue Shield, Major Medical, but not Dental, Prescription or Washington National coverage.
9. Employees may adjust, add or delete coverage only during the month of September. Additional coverage may also be added in February.
10. The parties will form a committee to study the feasibility of "A Zero-Balance Account Program". The members of the committee shall report back to their respective parties no later than March 1, 1988.

#### **Article 25**

#### **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 26**

#### **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 Voorhees Township Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. 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 \_\_\_\_\_

- 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.

## **Article 27**

### **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 require 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 Middle School, Holly Oak Drive, 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 28

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1987 and shall continue in effect until June 30, 1990.

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 *Marsha De Broeke*

President

By *Jean Thompson*

Secretary

VOORHEES TOWNSHIP BOARD OF EDUCATION:

By *Richard A. Wycicko*

President

By *Frank T De Berardinis*

Secretary