

AGREEMENT

BETWEEN

VOORHEES TOWNSHIP BOARD OF EDUCATION

AND

VOORHEES TOWNSHIP ADMINISTRATORS' ASSOCIATION

JULY 1, 2005 THROUGH JUNE 30, 2008

PREAMBLE

This agreement is entered into this 1st day of July, 2005 by and between the Board of Education of Voorhees Township, the County of Camden, New Jersey herein called the “Board”, and the Voorhees Administrators’ Association, herein called the “Association”.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the majority representative for collective negotiations concerning the terms and conditions of employment as follows:

- Middle School Principal
- Elementary School/CER Principals, Assistant Principals
- Directors
- Supervisors
- Child Study Team Administrator

ARTICLE II

NEGOTIATION PROCEDURES

- A. The Board and majority representative agree to enter into collective negotiations in accordance with N.J.S.A. 34:13-a et seq., in a good faith effort.
- B. Any agreement so negotiated shall apply to all administrators represented by the unit and be reduced to writing, be signed by the Board and the Association and be adopted by both groups.
- C. Negotiations for future agreements may be opened on or before December 1st. Any monetary items in the tentative agreement would be contingent upon the approval of the budget by the electorate.
- 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.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition: "Grievance" shall mean a complaint by an individual employee that there has been to the employee a misinterpretation of an inequitable application or violation of any of the provisions of the agreement. 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 administrator.
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.

B. Procedure:

The grievance procedure must be initiated within fifteen (15) school days after the grievant would reasonably be expected to know of its occurrence.

Level 1 – Any employee who has a grievance shall discuss it first with the Superintendent within fifteen (15) school days of occurrence of such grievance in an attempt to resolve the matter informally.

Level 2 – If, as a result of the informal discussions with the Superintendent, the matter is not resolved to the satisfaction of the employee, within five (5) school days the employee shall set forth a grievance in writing to the Superintendent specifying:

- a. nature of grievance
- b. the results of previous discussion
- c. dissatisfaction with the decision previously rendered
- d. relief requested by the grievant

The Superintendent shall communicate a decision in writing to the employee within five (5) school days of receipt of the written grievance.

Level 3 – If the grievance is not resolved to the employee's satisfaction the employee may request a review by the Board of Education within ten (10) days. The request shall be in writing through the Superintendent of Schools 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 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 within fifteen (15) school days.

ARTICLE IV

TRANSFERS AND REASSIGNMENTS

- A. Administrative transfers may be made by the Superintendent of Schools with the approval of the Board of Education. Such transfers shall be made on the basis of the determination that the administrator of the individual school or program, or the community, or a combination thereof, may individually or collectively benefit by such transfer.
- B. Administrators who desire a transfer to another building may file a written request of such desire with the Superintendent.
- C. If the administrator requests a transfer to another building, and if such request is not approved, a written statement will be given to the person, stating the reasons why the transfer is not acceptable.
- D. This article is not subject to the grievance procedure if the preceding steps were followed.

ARTICLE V

EXTENDED LEAVE OF ABSENCE

- A. Military leave without pay shall be granted to any administrator who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.
- B. Maternity Leave
 - 1. Any regularly appointed administrator should notify the Superintendent of her pregnancy as soon as it is medically confirmed, and not later than five (5) months prior to the expected birth.
 - 2. The Board shall not remove any administrator from her duties during pregnancy, except on any one of the following basis:
 - a. Physical Incapacity – Her physical condition is such that her health would be impaired if she were to continue working, and which physical incapacity shall be deemed to exist only if:
 - i. The pregnant administrator fails to provide certification from her physician that she is medically able to continue working; or
 - ii. The Board of Education physician and the administrator’s doctor agree that she cannot continue working;

- iii. Following any difference of medical opinion between the Board’s physician and the administrator’s physician, the Board may request expert consultation, in which a physician chosen by the pregnancy administrators, from a list of three specialists provided by the Board, shall examine the administrator. This physician’s medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. This expense of any examination by an impartial third physician under this paragraph will be paid by the Board.
 - b. Just Cause – Any other “just cause”, as defined in N.J.S.A Title 18A.
- 3. The Board shall grant maternity leaves of absence without pay to pregnant administrators under the following terms and conditions:
 - a. Any tenured or non-tenured administrator seeking leave of absence for pregnancy shall make application to the board or its authorized agent at least ninety (90) days prior to the commencement date of such leave of absence. Said application shall set forth, in writing, the commencement date, which commencement date may be any time prior to the birth.
 - b. Any tenured or non-tenured administrator may return to work within the school year in which her leave begins, provided she shall have request to do so in her application for a leave of absence, and shall have specified the month when she desired to return. Any extension or reduction of the date of return within the same school year shall only be allowed at the discretion of the Board, provided application is made following the original grant of the leave of absence, but prior to the announced commencement date thereof. Such extension or reduction may be granted by the Board for an additional reasonable period of time for reasons associated with the pregnancy or birth, or for other proper cause, provided that such extension or reduction will not substantially interfere with administration of the school.
 - c. The Board shall not be required to extend the leave of tenured or non-tenured administrators beyond the school year for which they were hired. Non-tenured administrators wishing to return for the following school year shall be considered by the Board for reemployment for the following year. Administrators returning from maternity leave are not guaranteed their previous assignment.
 - d. Any tenure administrator may return to work subsequent to the school year in which her leave begins, provided she shall have requested to do so in her application for a leave of absence. Any such administrator shall return to work at the beginning of the school year following that in which her leave commences.

4. Except as otherwise provided in this Article, no tenured or non-tenured administrator shall be barred from returning to work after the birth of her child by any prescribed waiting period between the date of birth and the date of return to work; however, each such administrator shall be required to file at least two (2) weeks prior to the date of return or at the time of giving the required notice of intention to return, whichever is earlier, a certificate from her physician saying that she is physically capable of resuming her full duties, provided that if the Board's physician is in disagreement, that conflict of medial opinion shall be resolved as set forth in Paragraph B (2) (iii) of this Article.
5. Any administrator granted a leave of absence under this Article shall be eligible for an increment in the following year (or in subsequent year in which she actually return from such leave), provided she has completed at least five (5) months of work during the school year in which the leave commences.

C. Adoption

Any regularly appointed administrator adopting a child may receive a similar leave (See B) which shall commence upon said administrator receiving de facto custody of the child, or earlier if necessary, provided such administrator notified the Board of the commencement of adoption proceedings and provides one (1) week notice prior to the commencement of the leave.

- D.
1. Upon return from leave granted pursuant to Section A. of this Article, an administrator shall be considered as if they were actively employed by the Board during the leave and shall be placed on the salary schedule at the level they would have achieved if they had not been absent. However, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure.
 2. Benefits to which an administrator was entitled at the time of their leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to them upon their return.

E. Child Care Leave

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 of 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 teacher on a voluntary leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required.

ARTICLE VI

SABBATICAL LEAVE

- A. A sabbatical leave, with or without pay, for one year may be granted to an administrator by the Board for full time credit graduate study, including study in another area of specialization, travel, subject to the following conditions:
 1. Not more than one administrator in the system may be granted sabbatical leave at any one time.
 2. Requests 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 requested.
 3. The administrator has completed at leave seven (7) full school years of service in the Voorhees Township School District.
- 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 benefits during the sabbatical leave.
- C. Upon return from a sabbatical leave, which was granted for full time graduated study, the administrator shall be placed on the proper step of the salary guide at the level which they would have achieved had they remained actively employed in the school system during

the period of their absence, and, in addition, shall receive proper credit for any advanced degrees earned.

- D. Decisions of the Board are not arbitrable.

ARTICLE VII

BENEFITS

All members shall be entitled to the following:

- A. Twelve (12) sick leave days each school year. All unused sick leave may be accumulated.
- B. When an administrator's annual and accumulative sick leave has been exhausted, he/she may apply to the Board for extended sick pay, minus the 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.
- C. Effective, July 1, 2005, 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. benefits or the administrator resigns and has been employed in the Voorhees District for twenty consecutive years as an administrator.
 - 2. The employee must have been employed at least ten (10) consecutive years in the District or have 120 days of accumulated sick leave.
 - 3. The employee must have 100 accumulated sick leave days at the time of retirement to qualify for any payment.
 - 4. July 1, 2005 to June 30, 2008 – the payment shall be at the rate of \$200.00 per day up to 200 days. The days set forth in 3 above are compensable.
 - 5. July 1, 2005 to June 30, 2008 – the payment for accumulated sick leave over the 201st day up to 300 total days shall be at the rate of \$300.00 per day.
 - 6. July 1, 2005 to June 30, 2008 – the payment for accumulated leave over the 300th day shall be at the rate of \$350.00 per day.
 - 7. The board shall pay the person designated as beneficial of the employee's State Pension Plan the amount due the employee as described in C4, C5, C6 above for an employee of the district who has been employed at least ten consecutive years in the district and has accumulated at least 100 sick leave days at the time of the employee's death.
- D. Three (3) days of absence for personal business, and unused personal days shall convert to accumulated sick leave on June 30th of each year.

- E. Absences with pay for approved trips to educational conferences. Up to six (6) administrators may request to attend a national conference in a school year. Administrators may be sent to other national seminars by the Board of Education. All expenses for approved trips will be compensated.
- F. Four (4) days at any time in the event of death of member's immediate family, including grandchildren. One bereavement day may be used for a niece, nephew, or cousin.
- G. Up to two (2) days per year in the event of serious illness of a member's spouse, child, or grandchild. Family sick days may be accumulated to up to maximum of six (6).
- H. All administrators will be fully reimbursed for expenses to attend approved meetings, workshops, conventions, etc. Mileage reimbursement shall be at a rate established by the Board of Education and will coincide with the rate established by the Federal Tax data of the previous January 1st.
- I. To stimulate study interest among the certified administrative staff, the Board will reimburse any administrator \$2500.00 per year for course reimbursement in a matriculated graduate program. The Association agrees to pool remaining resources to allow fellow administrators to take up to five courses per year for reimbursement from available funds. Fees needed for the NJPSA Assessment process and mentoring shall also be taken from available funds. Administrators using funds for the assessment process are not eligible for any further course reimbursement for the calendar year of the assessment.

An administrator may take up to one course per year in a non-matriculated graduate program and be reimbursed for that course provided that a grade of "B" or better is earned.

- J. Members will be reimbursed for membership fees in Board approved associations.
- K. Health Benefits:
 - a. The Board will provide one of the following:
 - 1. AmeriHealth Personal Choice Medical Plan, or
 - 2. AmeriHealth Traditional Medical Plan – 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, \$15.00 for brand name at pharmacy and mail-in.
 - c. There shall be a dental insurance program for employees and their families. Effective July 1, 2005 the maximum annual Board contribution shall be \$1,411. Effective July 1, 2006 the maximum annual Board contribution shall be \$1,474. Effective July 1, 2007 the maximum annual Board contribution shall be \$1,541.
 - d. There shall be a vision insurance program for employees and their families. Effective July 1, 2005 the maximum annual Board contribution shall be \$292. Effective July 1, 2006 the maximum annual Board contribution shall be \$305.

Effective July 1, 2007 the maximum annual Board contribution shall 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 all single only health benefits.
 - 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 1 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. They are not eligible for dental, prescription nor vision coverage.
- 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 VIII

SALARIES

- A. All administrators shall be paid on the same basis as other employees, being the fifteenth and the 30th of the month. Each member shall be placed on the proper step of the salary schedule as of July 1.
- B. All members shall be given written notice of their salary not later than April 30th of each year, provided an agreement has been reached by the parties.

- C. The Board of Education has the right to withhold all or part of salary increments or guide increases. The withholding of an increment or salary increase shall not be arbitrable.
- D. Salaries for members of the Association shall be based on twelve month and ten month positions.
- E. Administrators may sell back a maximum of ten (10) unused vacation days to the Board of Education at the administrator's daily rate. (These days are not cumulative, i.e. an administrator may not sell more than ten in any year this benefit is in effect.) The administrator must apply in writing to the Superintendent that it is his/her desire to sell the days to the Board no later than June 15th. Failure to apply by the 15th will result in the days being forfeit for payment. They may still be carried over to the next school year under the existing Board of Education policies.
- F. 2005 – 2006
 - 1. Administrators who were employed in the district on or before September 1, 1980 will receive a \$2000.00 service award.
 - 2. Administrators who were employed in the district on or before September 1, 1985 will receive a \$1500.00 service award.
 - 3. Administrators who were employed in the district on or before September 1, 1990 will receive a \$500.00 service award.
- G. 2006 – 2007
 - 1. Administrators who were employed in the district on or before September 1, 1981 will receive a \$2000.00 service award.
 - 2. Administrators who were employed in the district on or before September 1, 1986 will receive a \$1500.00 service award.
 - 3. Administrators who were employed in the district on or before September 1, 1991 will receive a \$500.00 service award.
- H. 2007 – 2008
 - 1. Administrators who were employed in the district on or before September 1, 1982 will receive a \$2000.00 service award.
 - 2. Administrators who were employed in the district on or before September 1, 1987 will receive a \$1500.00 service award.
 - 3. Administrators who were employed in the district on or before September 1, 1992 will receive a \$500.00 service award.
- I. 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 absences 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.

- J. In accordance with 18-A-29:14, the Board of Education has the right to withhold salary increments of administrators.
 - 1. Written notification of such action will be submitted to the affected administrator 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.
- K. The Board will provide employees the ability to have automatic payroll deductions for tax deferred annuities.

WORK YEAR

All twelve month administrators will work from July 1st through June 30th and will receive 25 vacation days in 2005 – 2006, 26 vacation days in 2006 – 2007 and 27 vacation days in 2007 – 2008. A maximum of twelve (12) days may be carried over in any given year.

Ten month administrators will work from September 1 through June 30 and will receive five (5) vacation days. Ten month administrators may not sell back vacation days.

ADMINISTRATIVE SALARY GUIDES – 2005 – 2006

Principal's Guide

STEP	2005-2006	2006-2007	2007-2008
1	85,945	86,945	87,945
2	88,523	89,612	90,703
3	91,101	92,279	93,461
4	93,679	94,946	96,219
5	96,257	97,613	98,977
6	98,835	100,280	101,735
7	101,414	102,947	104,493
8	103,992	105,614	107,251
9	106,570	108,156	112,514
10	109,148	110,698	113,556
11	111,582	113,240	115,098
12	115,182	115,782	117,640
13	118,782	121,797	122,598
L	123,612	127,812	132,212

Middle School Principal Receives Additional \$5,500 Differential

Director's Guide

STEP	2005-2006	2006-2007	2007-2008
1	77,579	80,255	83,232
2	80,255	83,232	86,232
3	83,232	86,232	89,232
4	86,232	89,232	92,232
5	89,232	92,232	95,232
6	92,232	95,232	98,232
7	95,232	98,232	101,232
8	98,232	101,232	104,232
9	101,232	104,232	107,232
10	104,232	107,232	110,232
11	107,232	110,232	113,232
12	110,232	113,232	117,612
13	113,232	117,612	121,812
L	117,612	121,812	126,212

CST Director Receives Additional \$2,500 Differential

Assistant Principal Guide (10 Month)

STEP	2005-2006	2006-2007	2007-2008
1	61,713	63,713	65,463
2	63,713	65,463	67,513
3	66,088	67,213	69,563
4	68,463	69,589	71,613
5	70,838	71,965	73,897
6	73,213	74,341	76,181
7	75,588	76,717	78,465
8	77,963	79,093	80,749
9	80,388	81,469	83,033
10	82,718	83,845	85,317
11	85,168	86,218	87,601
12	87,618	89,485	89,885
13	90,068	92,752	94,786
L	92,520	96,020	99,687

ARTICLE IX

BOARD'S RIGHTS

- A. The Board and 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, 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.
- 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 adoptions 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 X

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. Copies of this Agreement shall be provided at the expense of the Board.
- 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, New Jersey 08043

2. By Board to Association:

Association President
at the appropriate school or office
Voorhees, New Jersey 08043

D. Separability

If any provision of this Agreement or any application of the Agreement to any employee or groups of employees is held to be contrary to law, then such provisions or applications 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 XI

DURATION OF AGREEMENT

A. This agreement shall be in effective as of July 1, 2005 and shall continue in effect until June 30, 2008.

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, all on the day and year first above written.

VOORHEES TOWNSHIP ADMINISTRATORS' ASSOCIATION

By _____ By _____

Date _____ Date _____

VOORHEES TOWNSHIP BOARD OF EDUCATION

By _____ By _____

Date _____ Date _____