

AGREEMENT

BETWEEN

**THE WALLKILL VALLEY
BOARD OF EDUCATION**

AND

**THE WALLKILL VALLEY
SUPERVISORS ASSOCIATION**

Covering the period

JULY 1, 2009

to

JUNE 30, 2012

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This AGREEMENT, entered into the beginning of the 2009 school year between the BOARD OF EDUCATION OF WALLKILL VALLEY REGIONAL HIGH SCHOOL DISTRICT hereinafter called the “Board” and the WALLKILL VALLEY SUPERVISORS

ASSOCIATION hereinafter called the “Association”.

WITNESSETH, that WHEREAS, a majority of the supervisory staff of the Wallkill Regional School System have designated the Wallkill Valley Supervisors Association as their representative for the purpose of collective negotiation in accordance with and pursuant to the provisions of N.J.S.A. 14:13A5.3, and

WHEREAS, the Association and Board have reached certain understandings which they desire to confirm to this Agreement pursuant to Chapter 123, Public Laws of 1974, as amended:

IT IS MUTUALLY AGREED AS FOLLOWS:

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ARTICLE I - ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to make available to the Association, upon request, information

required by the Association in developing accurate and realistic programs. Said information shall be in the form of existing public information and additional existing budgetary and financial material and data. Names and addresses of new personnel shall be made available to the Association for the purposes of mailing, informing and roster construction. A comprehensive list of total existing personnel shall be made available with the appropriate guide step level for the purpose of proposal calculation only.

- B. Whenever any member - representative of the WVSA or any supervisor - is mutually scheduled by both parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.
- C. Representatives of the WVSA shall be permitted to transact official Association business on school property after approval of said use by the School Superintendent and subject to conditions and regulations as set by the Wallkill Valley Board of Education. Notification of said intended use shall be submitted to the Superintendent at least one week prior thereto - except in cases of an Association declared emergency - whereupon the permission for said use shall not be unreasonably withheld.
- D. The Association shall have the privilege of reasonable use of office equipment such as typewriters, photocopiers, computers, and calculating machines, upon request, in such locations and at such times as set by the Administration provided the Association pays for any damage it is responsible for.
- E. The Association shall have the right to purchase expendable office supplies and other material from the Board of Education at the price paid by the Board provided the Association pays for supplies in advance and that supplies are on hand in sufficient quantities to meet the educational needs of the school.
- F. The Association shall have the right to use the interschool mail facilities and school mailboxes with the provision that this does not interfere with regular school business.
- G. An Association representative may speak at all faculty meetings upon the request of the representative after conclusion of the regular meeting.
- H. In negotiating with other bargaining units in the district related to agency shop provision, the Board of Education shall exempt all supervisory employees from any agency shop claims from any unit other than one in which the supervisory employee is eligible for membership.

ARTICLE II - SUPERVISORY RESPONSIBILITIES AND TEACHING LOAD

- A. The in-school work year for ten month employees shall not exceed 182 days, one of which shall be the first day of school on which the students arrive later in the day.
- B. The daily teaching load for a supervisor in the high school shall be a maximum of four periods of instruction and/or duty work. Departmental supervisors who are assigned teaching or extra duty assignments in excess of the above figure shall be compensated on a prorated scale.
- C. “Back to School Night” is a required obligation for the professional staff.
- D. Effort will be made, wherever feasible, to give at least twenty four (24) hours advance notice and an agenda, if indicated, for after school meetings except in the case of emergency.
- E. On all Fridays, and the day preceding a holiday or vacation, supervisors shall be allowed to leave at the end of the student day. The supervisors work day shall be seven (7) hours and twenty (20) minutes.

ARTICLE III - LEAVES OF ABSENCE

- A. **Absence**
Any employee who may have cause to be absent from school must give notice to the Vice Principal on the night before such an absence, or not later than 7:30 a.m. on the day such absence is known to the employee. Failure to comply with the above may cause forfeit of payment of one full day’s salary. In case of a bona fide emergency, the Superintendent may waive the forfeit.
- B. **Absence for Personal Illness**
 - 1. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease or being quarantined for such a disease in the immediate household.
 - 2. Absence for personal disability shall be allowed and shall include full pay, not to exceed twelve (12) days, ten (10) of which are sick days and two (2) of which are emergency days.
 - 3. If fewer than twelve (12) sick days of allotted sick and emergency leave are taken in any school year, then the number of days not utilized shall be accumulated without limit.
 - 4. Absences on sick leave shall be charged first to the days allowed for the current school year until it is fully utilized and thereafter to the cumulative credit to the extent of such credit is available.

5. In cases of illness extending beyond the employee's sick leave credit, the deductions will be made on the basis of 1/20 per day of the monthly basic salary.
 6. In case of illness incurred during the school day which results in the supervisor leaving school before 11:00 a.m., a full day will be charged, if after 11:00 a.m., a half day will be charged.
 7. Upon retirement and in accordance with the requirements of the Teachers Pension and Annuity Fund, all present employees shall be paid the sum of \$60 per day for each unused sick day accumulated to the day of retirement. For employees hired after July 1, 1996, the rate of pay shall be \$60 per day for each day unused sick days to a maximum of \$10,000. Retirement shall mean a supervisor having filed the necessary papers to effect same with the New Jersey State Teachers' Retirement System or the Teacher's Pension and Annuity Fund. Notice of intent to retire shall be given to the Board by December 1 of the school year intended retirement. The employee shall be paid on the first business day following July 1. Failure to give notice may result in delay of payment until the following school year.
- C. Absence due to death in an employee's immediate family or household shall be allowed with pay for the required period not to exceed five (5) school days one of which shall be the day of death or the day of the funeral. The term "immediate family" shall include wife, husband, children, mother, father, mother-in-law, father-in-law, sister, brother.
- D. Two (2) days with full pay shall be allowed in the event of the death of a grandparent and one (1) day with pay shall be allowed in the event of the death of other non-immediate members of the family. In both instances, one day shall be either the day of death or the day of the funeral.
- E. Four (4) days leave will be granted without loss of pay for school, legal business, household or family matters which requires the absence during school hours. This section does not apply to the day preceding or following any vacation period. Application should be made to the principal one week prior to the day/days requested and the applicant shall not be required to state the reason for the absence provided the notice procedure is followed. In case of bonafide emergency, upon application to the Superintendent, the latter may waive the one week notice requirement. No more than two supervisors shall be granted leave at any one time under this section without permission of the Board of Education after application. Any fraction of a day shall be considered as a whole day's absence. Any or all of the four days that are not utilized in a given year will accrue to the employee's sick leave.

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- F. Professional Business
Absences to attend conferences, workshops, critiques, visitations to other schools, conventions, shall be allowed with full pay upon approval by the Superintendent.
1. Any such leave shall be limited to three days either staggered or consecutive, during any

one school year.

2. No more than two supervisors shall be permitted to exercise the privilege as herein provided at any one time.
3. Expenses for attendance as special convention or meetings shall be allowed a supervisor by the Board of Education. In addition to the usual expenses to be approved by the Superintendent, there shall be allowed travel expenses. The parties have agreed to the mileage rate established by the IRS on July 1, 2008 (\$.58 1/2 per mile). However, due to a regulation received from the Commissioner of Education, a mileage rate of \$.31 per mile is established and shall be in effect until such time that this regulation is legally changed through proceedings.
4. Any supervisor desiring to attend a professional convention or meeting shall apply to the Superintendent for approval not later than ten (10) days in advance of the convention or meeting date.
- G. Absence for the purpose of marriage or to attend weddings of friends or relatives may be allowed with the employee's pay reduced by the cost of the substitute's pay, upon approval of the Superintendent.
- H. Court Order
Absence from school by reason of subpoena shall be allowed with pay provided that the subpoena is filed with the Superintendent. If a supervisor is a party to a suit, absence from school in that connection shall be without pay, unless the Board, at its discretion, shall determine otherwise, or if the individual is under subpoena.
- I. Sabbatical Leave: The Board of Education establishes a sabbatical leave under the following conditions:
 1. Applications be forwarded, in writing, to the Board of Education by March 1 of the year preceding the intended sabbatical. In order to be eligible, a person should have been in the employ of Wallkill Valley and Franklin Districts (service in Franklin prior to 1982) for fifteen years or seven (7) years at Wallkill.
 2. One person per year may be selected by the Board in accordance with the educational merit of the proposal which shall at least include: Full time study in an accredited graduate program. (Full time is defined as twenty four (24) credits, eighteen (18) of which must be in the person's subject area.)
 3. Compensation for the sabbatical year will be full pay for one (1) year only. The

base pay will be on the salary guide of the year when the person is on sabbatical and payment is based on the assumption of successful completion of at least twenty (20) graduate credits. In every respect, a sabbatical year will be treated as a normal year of employment in terms of advancement on the salary guide.

4. The person on sabbatical must agree to return to Wallkill for a minimum of three (3) years. An employee who leaves before three (3) years of employment following sabbatical leave shall return that portion of the payment which is the equivalent to the remaining time not worked, unless other mutually agreeable terms can be established.
5. Graduate Absences
All extended absences and other absences not otherwise specifically covered herein shall be considered only after application therefor to the Board of Education. In granting any leave upon special application, the Board reserves the right to impose such conditions and terms with regard to the time period, point on the salary guide when the supervisor returns, position upon return and other matters it deems appropriate.
- K. In the event no substitute is available during an employee's absence, deduction of substitute's wages shall be made in all cases where such deduction would have applied had a substitute been employed.

ARTICLE IV - PAYMENT FOR CREDITS

- A. Departmental supervisors shall be entitled to reimbursement for graduate work up to 9 credits per year in their field. The Board of Education agrees to reimburse department supervisors at the New Jersey resident State College or State University cost of a graduate credit as appropriate. This shall include courses in the supervisor's subject area as well as those in the area of curriculum development and supervision and shall include the summer months between the effective dates of his/her contract.

- B. Six (6) credits must be in the subject field in which he/she is employed or certified and a maximum of three (3) credits may be out of his/her field. It is recommended, but not mandatory to receive approval, that a supervisor be fully matriculated in a recognized college program.

- C. In order for reimbursement to occur, a supervisor must obtain a grade of “B” or better for the course.
- D. Payment will be made within forty (40) days of submission of the course to the Superintendent’s Office.
- E. Credits must be taken at an accredited college.
- F. All courses must be submitted to the Superintendent for approval prior to taking and/or enrolling in such courses. A form will be provided.

ARTICLE V - SALARIES

- A. The salaries of all supervisors covered by this agreement are set forth in Schedule A which is attached hereto and made a part hereof.
 - B. Supervisors shall be paid on the 15 and 30 of each month in twenty (20) equal installments, September through June, for ten (10) month employees and twenty-four (24) equal installments for twelve (12) month employees.
 - C. Supervisors may individually elect to have ten percent of their monthly salary deducted from their pay. These funds will be directly deposited into a personal interest bearing savings account to be drawn upon by the employee at his/her convenience.
 - D. When a payday falls on or during a school holiday, vacation, or weekend, supervisors shall receive their paychecks on the last previous working day.
 - E. Supervisors shall receive their final checks on the last working day in June after completion of their duties. Supervisors shall receive the pay schedule for the school year on the first working day in September or the day of the manual issue, but in either case, prior to September 15.
 - F. Supervisors shall be paid at the rate of \$40 per period for substituting.
 - G. Home Instruction shall be paid at the rate of \$42 per hour which includes mileage.
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- H. Departmental supervisors shall be eligible for up to ten (10) days of summer work at a per diem rate and subject to the approval of the Superintendent.
 - I. Administrative detention duty will be paid at the same rate as “F” above per session.

- J. When acting in the capacity of advisors or coaches, supervisors agree to accept current standards of practice and salary as set forth by the Board for other non-supervisory employees.
- K. An employee who has an earned Doctorate shall have \$2750 added to the salary as it appears in Schedule A.

ARTICLE VI - INSURANCE

- A. Present health care benefits shall be continued during the term of this Agreement for all employees hired prior to July 1, 2002 except as specifically modified in other parts of this Article. Employees hired for employment subsequent to September 1, 2002, shall enjoy the same benefits and options as other employees except for the limiting language of Paragraph G below.
- B. Dental Plan - The Board will pay the premiums covering full family dental insurance at the rate currently in existence. The Board's contribution per teacher and family shall remain at the present premium cost for the duration of the Agreement.
- C. Prescription Plan
 - 1. The Board will provide 100% payment of premiums for employee and dependent coverage (family plan) for the duration of this Agreement.
 - 2. The Prescription Plan shall be one which requires the employee to contribute a co-pay as follows:

Name Brand:	\$20	
Generic:	\$ 5	Mail Order: (0)
- D. Optical Plan - The Board shall pay the premium for an optical plan for employee and family coverage.
- E. Retirees shall be allowed to purchase, through the Board, at the group rate, at no cost to the Board, all or any insurance offered above.
- F. No later than September 1 of each school year, each employee shall have the option of informing the Superintendent, in writing, that he/she does not wish to be covered by any or all of the Board of Education's Health benefits. That employee shall be entitled to receive 50% of the cost of the premium of the particular plan for which the employee was eligible. Payment shall be made in equal monthly payments over the school year. The employee shall have the right to have these monies deposited directly into a Tax Shelter Annuity or added directly to the periodic paycheck on a monthly basis, September

through June. Employees have the option of acquiring full coverage at the conclusion of each school year if they so choose. Without notice prior to September 1, choice of coverage from the preceding year shall remain in effect.

Employees and their dependents can re-enroll in any plan which they had previously

waived, without a waiting period and without limitations for pre-existing conditions. Re-enrollment can occur each July 1 for any reason, or at any other date in response to a “life event” as defined in COBRA and ERISA statutory and regulatory language. Such “life events” include: death or disability of employee’s spouse; loss of spouse’s employment; involuntary reduction in spouse’s work hours resulting in loss of benefits; divorce or legal separation; or activation to full time military status. Re-enrollment may also occur when there has been an involuntary diminution in a spouse’s coverage.

- G. New employees hired to begin in the 2002-03 school year and thereafter, shall only be eligible for Point of Service (POS) Medical Coverage in the category of eligibility for which the employee qualifies (Family, Single, Parent). Newly hired supervisors who have previously attained tenure within the Wallkill Valley School District shall be eligible for the same Health Care Benefits as pre-2002-03 school year employees.

ARTICLE VII - GRIEVANCE PROCEDURE

A. Definition

A “grievance” is a claim by an employee based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of his/her employment. The Association may process such a grievance if the grievant does not wish to do so.

To be considered under this procedure, a grievance must be initiated by the grievant within twenty (20) contractual working days of the time the grievant knew or should have known of its occurrence.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

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C. Procedure

- 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the

specified time limits shall be deemed to be acceptance of the decision rendered at that step.

2. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
3. It is understood that the aggrieved employee shall, during and notwithstanding the pendency of any grievance, continue to observe any assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
4. Level One - Any employee who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve this matter informally at that level.
5. Level Two - If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth his/her grievance, in writing, to a vice principal within five (5) school days specifying:
 - a. the nature of the grievance and the provision or provisions of the Agreement alleged to be violated;
 - b. the nature and extent of the loss, injury or detriment;
 - c. the results of previous discussion; and
 - d. his/her dissatisfaction with the decisions previously rendered and the relief and/or adjustment sought.

A Vice Principal shall communicate his/her decision to the employee, in writing, within ten (10) school days of receipt of the written grievance.

6. Level Three - The employee, no later than five (5) school days after receipt of the decision in Level Two, may appeal the decision to the Superintendent who shall communicate, in writing, to the employee withing ten (10) school days.

7. Level Four - If the grievance is not resolved, the employee may, within five (5) days, appeal his/her grievance, in writing, to the Board of Education through the Superintendent/Principal, who shall attach all related papers and forward the appeal to the Board. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the employee. The Board shall render a decision, in writing, within thirty

(30) school days of receipt of the written grievance.

8. If the decision of the Board does not resolve the grievance to the grievant's satisfaction and the Association wishes review by the third party, it shall so notify the Board, in writing, within ten (10) school days of receipt of the Board's decision. Grievances concerning, (a) a complaint by an employee which arises by reason of his/her not being re-employed; (b) a complaint by an employee occasioned by the withholding of a salary increase or increment; (c) any matter which, according to law, is either beyond the scope of Board authority or limited to action by the Board alone; and (d) any matter for which a method for review is prescribed by law or any rule or regulation of the State Commissioner of Education such as, but not limited to, questions of increment denial or suspension, shall not be subject to arbitration.
 9. Within ten (10) school days after receipt of the request for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators shall be made jointly to the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
 10. The arbitrator shall limit him/herself to the issues submitted to him/her and shall not add to nor subtract anything from the Agreement between the parties. The Arbitrator's decision shall be binding only to the extent required by law. The parties shall be responsible for all costs incurred by each and only the fees and expenses, if any, of the arbitrator shall be shared by each party paying one-half.
- D. Miscellaneous
1. Any aggrieved person may be represented at all stages of the grievance procedure by him/herself or, at his/her option, by a representative selected or approved by the Association.
 2. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

ARTICLE VIII - MISCELLANEOUS

- A. Any individual contract between the Board and an individual supervisor shall be subject to, and consistent with, the terms and conditions of this Agreement.

- B. Any available positions which can be filled by a member of the bargaining unit shall be posted in the public schools with a copy to the Association.
- C. The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123: Public Laws of 1974, as amended, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of supervisors employment. Any agreement so negotiated shall apply to all supervisors, be reduced to writing, be signed by the Board and the Association and be adopted by the Board.
- D. Professional reimbursement shall include \$100 per year or one half of the membership dues for PSA, whichever is higher. The President of the Association shall be responsible for providing the Board Secretary with the figure for the dues structure of PSA in September of each year.
- E. The Board agrees to permit two Supervisors per year to attend a national professional conference, in their field. After preliminary review by the Association to insure equitable opportunities for its members, the Association will forward the requests to the Superintendent. Once approved, the Board agrees to pay the conference registration fee in full and reimbursement up to \$800 for transportation, food, and lodging expenses.
- F. Supervisors shall not be required to transport students to extracurricular activities which take place away from the school; however, supervisors sponsoring such activities shall be responsible for arranging with parents or the administration for transportation of students where bus transport is not available.
- G. The following Advisors/Coaches who must travel to and from meetings or practice to conduct their activities on a regular basis shall be paid a yearly travel stipend of \$50.00: Bowling, Skiing, Swimming, Golf.
- H. A contract for extracurricular assignment should accompany the supervisor's contract whenever possible.

ARTICLE IX - DURATION

This Agreement shall be effective July 1, 2009, and shall continue in effect until June 30, 2012. Such Agreement shall not be modified in whole or in part except by an instrument in writing executed by both parties.

IN WITNESS WHEREOF, the Wallkill Valley Supervisors Association has caused this Agreement to be signed by its representative and the Wallkill Valley Regional High School Board of Education has caused this Agreement to be signed by its President, attested to by its Secretary, and its corporate seal to be placed hereon, all on the day and year first above mentioned.

RATIFICATION AND CONFIRMATION

The parties hereto, by the execution hereof, do ratify, acknowledge and agree that this Agreement dated January 27, 2009, shall constitute the Agreement between the Association and the board pursuant to Chapter 123, Public Laws of 1974, as amended, until further modified in accordance with provision thereof.

Dated: WALLKILL VALLEY SUPERVISORS ASSOCIATION

January, 2009

President

ATTEST: BOARD OF EDUCATION
WALLKILL VALLEY REGIONAL HIGH SCHOOL

Elizabeth Flatt, Secretary

President

SCHEDULE A

WALLKILL VALLEY REGIONAL HIGH SCHOOL
SUPERVISOR'S SALARY GUIDE
2009-12

	2009-10			2010-11			2011-12		
	MA	30	60	MA	30	60	MA	30	60
1a	72870	74970	77070	74662	76762	78862	77605	79705	81805
2a	74870	77070	79170	76662	78762	80862	79105	81205	83305
3a	77170	79270	81370	78762	80862	82962	80605	82705	84805
A	79470	81570	83670	80816	82916	85016	82705	84805	86905
B	81670	83770	85870	83116	85216	87316	84759	86859	88959
C	84015	86115	88415	85316	87416	89516	87059	89159	91259
D	86915	89015	91115	87807	89761	92207	89259	91359	93459
E	89815	91915	94015	90561	92661	94761	91750	94050	96150
F	92850	94950	97050	93461	95561	97661	94504	96604	98704
G	95995	98095	100195	96642	98596	100696	98404	99504	101604
H	100040	102540	104040	100441	102941	105041	100585	103285	105385
I	104440	105440	108840	104832	106332	108932	105384	107484	108984
J				107705	110005	112105	108175	110275	112375
K							111648	113948	116048

A. Differential:

A staff differential of \$250.00 per person supervised will be added to each departmental supervisor's base salary when calculating gross salary, and shall continue to be included as an integral part of the departmental supervisor's gross salary, thereby making it inclusive in the employee's pension program.

The inclusion of staff differential in a supervisor's gross salary shall only apply to those supervisors whose salaries are derived from steps A through H.

B. Longevity:

After continuous service in the Wallkill Valley Regional High School District for the number of years indicated, longevity payments shall be added to the base pay as follows:

- 10 years = 300
- 15 years = 2175
- 20 years = 3525
- 25 years = 4450
- 30 years = 5100

Joseph DiPasquale, Superintendent

Supervisor's President

Date

Board President

Date

Attest:

Elizabeth Flatt, Secretary