
CONTRACT

VINELAND BOARD OF EDUCATION

AND

**VINELAND ASSOCIATION OF SCHOOL
PSYCHOLOGISTS**

JULY 1, 2012 THROUGH JUNE 30, 2016

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PREAMBLE

THIS AGREEMENT effective as of the 1st day of July, 2012, is between the Board of Education of the City of Vineland, Cumberland County, New Jersey, hereinafter called the "Board", and the Vineland Association of School Psychologists, hereinafter called "the Association" or "VASP".

WHEREAS, the Board has an obligation pursuant to Chapter 123, P.L. 1974, to negotiate with the Association as the representative of certain employees of said Board as herein after defined, and

WHEREAS, the parties having reached certain understandings desire to confirm this Agreement as follows:

ARTICLE I

RECOGNITION

A. UNIT

The Board hereby recognizes the Vineland Association of School Psychologists as the exclusive and sole representative of all School Psychologists employed by the Board, for purposes of collective negotiations,

This Association has been recognized by the Board through a voluntary recognition process permitted under the rules of the Public Employment Relations Commission, found at N.J.A.C.19:11-3.1.

B. DEFINITIONS

Unless otherwise indicated, the term "school psychologist" when used hereinafter in this agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined. A school psychologist is also a teaching staff member within the meaning of the definition found in Title 18A N.J.S.A. and shall be entitled to all benefits and bound by the responsibilities set forth therein and those found in the Vineland Board of Education Policies and Procedures Manual.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a successor Agreement in accordance with existing laws to reach agreement on all matters concerning the terms and conditions of employment which apply to bargaining unit members. Such negotiations shall begin no later than ninety (90) days prior to the expiration date of this Agreement.

Any Agreement so negotiated shall apply to all bargaining unit members, be reduced to writing and signed by the Board and the Association.

ARTICLE III

HEALTH BENEFITS AND INSURANCE

A. The Board of Education will assume, upon request of the individual employee, the cost of hospital, medical, major medical and other insurance and health care benefits as provided by the Board to employees represented in its agreement with the Vineland Education Association (VEA), including any changes in co-pays or deductible that may be implemented for VEA bargaining unit members.

B. Employees enrolled in the Board's health insurance coverage plan may elect to waive all coverage, provided proof of coverage through another source can be demonstrated. Employees who waive all coverage shall receive an end-of-year payment in the amount of twenty-five percent (25%) of the amount of the premium paid by the employer for the insurance plan or \$5,000 whichever is less, in lieu of the insurance based on the number of months that the insurance is waived during the year. An employee may revoke his or her waiver of coverage and request re-entry into employer's plan, subject to a change in status, as provided under §125 of the Internal Revenue Code. This provision is contingent upon the existence of a plan established pursuant to §125 of the Internal Revenue Code. In the event the health benefits are provided through the New Jersey State School Employees Health Plan (SEHBP), the waiver of coverage shall be covered by the rules of the SEHBP.

Effective July 1, 2015, in the event spouses or civil union partners are both employed by the Board, Health Insurance Coverages provided herein, including but not limited to the Prescription Plan, shall be afforded to only one designated spouse or civil union partner with the other spouse or civil union partner covered as a family member. Further, eligible children can only be covered by one participating subscriber. No waiver payment shall be paid to any employee whose spouse or civil union partner is also employed by the Board and receives their health insurance from the Board.

C. All employees shall pay a cost contribution for Health Insurance Plan coverages in accordance with P.L. 2011, Chapter 78, Pension and Health Benefits Reform Law adopted June 28, 2011. Payments shall be made by the way of withholdings from each employee's payroll checks. The Board shall establish and adopt a Section 125 Plan so that said contribution would be 'pre-tax'

D. The Board may, at its option, change any of the existing insurance plans or carriers providing such benefits, so long as the level of benefits provided to the employees and their eligible dependents is substantially similar. The Board further reserves the right, at its option, to self-insure any of said plans and coverages so long as the level of benefits provided to the employees and their eligible dependents is substantially similar. Prior notice of intent to make the change must be made to employees of any change in the above described within thirty (30) days.

ARTICLE IV

PROFESSIONAL DEVELOPMENT

A. The Board agrees to pay tuition costs of courses taken by a school psychologist at an accredited college or university up to a maximum of nine credits per every two years. A school psychologist may not be reimbursed for courses taken during the first year of employment in Vineland. School Psychologists taking courses in the second and third year of employment in Vineland will not receive remuneration until tenure has been secured. The remuneration will then be retroactive and will be paid to the school psychologist in a lump sum within sixty (60) days after the school psychologist has secured tenure. All courses must be approved by the Superintendent. Reimbursement shall be paid only for courses directly related to the school psychologist's field which increase the school psychologist's content knowledge and are related to his or her certification, as determined by the Superintendent or his/her designee in his/her sole discretion. No reimbursement shall be paid for courses leading to a post graduate or professional degree in a field other than one related to school psychology.

B. A school psychologist who desires to attend conventions, seminars, workshops, etc., which are directly related to the position of school psychologist, as they occur during the school year shall apply to the Superintendent of Schools for permission. The Superintendent will make the decision to send the number of school psychologists deemed necessary to provide continuance of the professional improvement of a school psychologist.

C. The Board agrees to pay per school psychologist a sum not to exceed \$600.00 per year for each year of this agreement, for members to advance their professional skills by maintaining active membership in any of the following professional organizations:

National Association of School Psychologists
New Jersey Association of School Psychologists

ARTICLE V

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance is an allegation by a School Psychologist, School Psychologists or the Association that there is a violation in the interpretation, application, or administration of the terms of this Agreement. A grievance may also be an allegation by a School Psychologist, School Psychologists, or the Association concerning an administrative decision. Such grievance may be appealed up to and including Level Three; the decision of the Superintendent shall be final with respect to grievances concerning administrative decisions.

2. An "aggrieved School Psychologist" is the individual making the claim.

3. A "party in interest" is the School Psychologist(s) making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSES

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 School Psychologists. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of work 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.

2. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. (a) Any aggrieved School Psychologist may be represented at all stages of the grievance procedure beyond Level One by himself or herself, or, at his/her option, with a representative selected or approved by the Association.

(b) If a grievance affects a group or class of school psychologists, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three.

4. (a) Level One

A School Psychologist with a grievance shall first discuss it with the Director of Special Education, or his/her designee, with the objective of resolving the matter informally at this level. Upon request of the School Psychologist, the Association's designated representative may be present as an observer.

The grievance must be discussed within five (5) work days of its occurrence.

(b) Level Two

If as a result of the discussion, the matter is not resolved to the satisfaction of the School Psychologist within five (5) work days of the Level One discussion, he/she shall set forth his/her grievance in writing to the appropriate Assistant Superintendent specifying:

- (1) the nature of the grievance
- (2) the nature and extent of the injury, loss or inconvenience
- (3) the results of the previous discussions
- (4) his/her dissatisfaction with decisions previously rendered.

The Assistant Superintendent shall communicate his/her decision to the employee in writing within five (5) work days of receipt of the written grievance.

(c) Level Three

If the aggrieved School Psychologist is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) work days after presentation of the grievance, he/she may file the grievance with the Superintendent of Schools, or his/her designee, within five (5) work days after the decision at Level Two or ten (10) work days after the grievance was presented, whichever is sooner.

The decision of the Superintendent, or his/her designee, with respect to appeal of grievances for administrative decisions shall be final and not subject to further appeal.

(d) Level Four

If the aggrieved School Psychologist is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the Superintendent or his/her designee, he/she may, within five (5) work days after a decision by the Superintendent or his/her designee,

or fifteen (15) work days after the grievance was delivered to the Superintendent, or his/her designee, whichever is sooner, submit his/her grievance to the Board of Education. The Board shall review the grievance and within a period of thirty (30) work days shall render a decision in writing to the aggrieved School Psychologist.

(e) Level Five

If the decision of the Board does not resolve the grievances to the satisfaction of the School Psychologist, the Association may request a review by a third party. Such request must be made in writing to the Board through the Superintendent's office within ten (10) work days of the Association's receipt of the Board's decision. The Board shall not be required to give reason for its decisions, and the Board's decision in the following matters shall be final and not subject to appeal to a third party:

(1) Any matter subject to any rule or regulation of the State Commissioner of Education or covered by Title 18A, N.J.S.A.

5. (a) The following procedure will be used to secure the services of an arbitrator:

The parties will secure the services of an arbitrator, through the Public Employment Relations Commission, in accordance with the rules and regulations of the Public Employment Relations Commission, found at Title 19, Chapter 12, subchapter 5 of the New Jersey Administrative Code (N.J.A.C. 19:12-5, et seq.)

(b) The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and shall consider no other(s). The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or any policy of the Board of Education or impose on any party thereto a limitation or obligation not provided in this Agreement. The recommendations of the arbitrator shall be advisory on the parties. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

D. MISCELLANEOUS

1. Each party will bear the total cost incurred by itself.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs shall be shared equally.
3. (a) Failure at any level of the procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

(b) It is understood that school psychologists shall, during and notwithstanding the pendency of any grievance, continue to function in their duties until such grievance or any effect thereof shall be fully determined.

ARTICLE VI

LEAVES OF ABSENCE

A. SICK LEAVE

All School Psychologists shall be entitled to a minimum of thirteen (13) sick leave days in any school year. Any unused sick leave days shall be accumulative and available for sick leave, if needed, in subsequent years.

Sick leave may be utilized by School Psychologists when they are unable to perform their work by reason of personal disability due to illness or injury, or because he/she has been excluded from work by the school district's medical authorities on account of a contagious disease or of being quarantined for such disease in his/her immediate household. Sick leave may also be used for short periods, not exceeding five (5) days, because of death in the employee's immediate family or for the attendance of the employee upon a member of the immediate family who is seriously ill. In case of death in the immediate family, reasonable proof may be required.

Immediate family means an employer's spouse, domestic partner (see section 4 of P.L. 2003 c. 246) child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.

If an employee is absent for reasons that entitle him/her to sick leave, he/she shall notify the Director of Special Education or his/her designee as soon as reasonably possible after the onset of the illness.

In the case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health may be required.

The Board of Education may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Board, by a physician designated by the Board. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

The Board of Education may require the employee to file a physician's certificate or other certification, as provided by N.J.S.A. 18A:30-4 and/or Board Policy. Abuse of sick leave may be cause for disciplinary action.

B. PERSONAL DAYS

A School Psychologist who requires a temporary, extended or military leave of absence may be granted such leave in accordance with Board policies which are found in the Vineland Board of Education Administrative Policies and Procedures Manual.

Each School Psychologist shall be entitled to five (5) personal leave days each year. Personal days shall be used for personal matters. The use of personal days shall be preceded by three (3) days written notice to the Superintendent or his/her designed and a copy shall be submitted to the Executive Director of Personnel for approval. Advance three (3) days written notice may be waived by the Superintendent or the Executive Director of Personnel upon receipt of documented verification of the emergent circumstances. Personal days may not be used the last work day before or the first week day after a holiday and/or scheduled closing day. Employees may not use personal leave days on those days scheduled for in-service, training, workshops or other professional development.

Personal Leave Days not used during a year will be converted and added to Sick Leave.

ARTICLE VII

RETIREMENT ALLOWANCE

1. At retirement, employees covered by this program who have completed ten (10) years of service to the Vineland Public Schools shall be entitled to retirement allowance based upon twenty-five (25%) percent of the number of unused sick days accumulated while in the employ of the Vineland Public Schools, multiplied by the daily rate of pay in effect at the time of retirement. (Ten month employee rates shall be calculated based upon 200 days), however, the aggregate sum of retirement allowance shall not exceed \$20,000.

2. Employees on staff as of July 1, 1998 shall not be paid less than \$75 per day.

3. Upon the death of a school psychologist, all unused sick days will be payable to his/her estate at the retirement rate of pay at the date of death, but only if that employee is otherwise eligible for retirement at the time of death. The Board maintains the right to maintain insurance at its own cost through an insurer of its own choice in order to pay for any benefits pursuant to this paragraph. Any benefit paid under this paragraph shall also be subject to the \$20,000 cap set forth in paragraph 1 of this Article.

ARTICLE VIII

NEWLY ENACTED LAWS

In the event any statutes are enacted or regulations are promulgated that modify benefits to be provided to public employees including, but not limited to, sick leave, vacation leave, personal leave (including payment for any accumulated sick, vacation or personal leaves), health insurance, pensions or any other benefits, the provisions of this Agreement will be modified effective as of the date of enactment of any such statute or regulation.

ARTICLE IX

SALARIES:

A. Wages:

- a. Effective July 1, 2012, no wage guide shall be in effect for the school psychologists.
- b. The Board shall establish a salary range, which shall have a minimum and maximum salary, for employees who are employed by Vineland Board of Education in the position of school psychologist prior to July 1, 2014. For the term of this Agreement the minimum and maximum salary for employees employed in the position of school psychologist prior to July 1, 2014, shall be:

Minimum: \$60,000.00

Maximum: \$98,750.00

- c. The Board shall establish a salary range, which shall have a minimum and maximum salary, for all employees who are employed by Vineland Board of Education in the position of school psychologist on or after July 1, 2014. For the term of this Agreement the minimum and maximum salary for employees employed in the position of school psychologist shall be:

Minimum: \$60,000.00

Maximum: \$85,000.00

- d. Effective July 1, 2012, school psychologists who are not at the maximum salary for the position shall receive an increase of 1.6%. Except that in the event the percentage increase places the employee in excess of the maximum salary, the employee shall receive an increase equal to the

difference between the maximum salary and the employee's current salary so that the employee would then receive the maximum salary for the position.

- e. Effective July 1, 2012, a school psychologist who is at or above the maximum salary range shall receive an increase of \$300.00.
- f. Effective July 1, 2013, school psychologists who are not at the maximum salary for the position shall receive an increase of 1.6%. Except that in the event the percentage increase places the employee in excess of the maximum salary, the employee shall receive an increase equal to the difference between the maximum salary and the employee's current salary so that the employee would then receive the maximum salary for the position.
- g. Effective July 1, 2013, a school psychologist who is at or above the maximum salary range shall receive an increase of \$300.00.
- h. Effective July 1, 2014, school psychologists who are not at the maximum salary for the position shall receive an increase of 1.6%. Except that in the event the percentage increase places the employee in excess of the maximum salary, the employee shall receive an increase equal to the difference between the maximum salary and the employee's current salary so that the employee would then receive the maximum salary for the position.
- i. Effective July 1, 2014, a school psychologist who is at or above the maximum salary range shall receive an increase of \$300.00.
- j. Effective July 1, 2015, school psychologists who are not at the maximum salary for the position shall receive an increase of 1.6%. Except that in the event the percentage increase places the employee in excess of the maximum salary, the employee shall receive an increase equal to the difference between the maximum salary and the employee's current salary so that the employee would then receive the maximum salary for the position.
- k. Effective July 1, 2015, a school psychologist who is at or above the maximum salary range shall receive an increase of \$300.00.
- l. In order to receive retroactive pay, the employee must be employed by the Vineland Board of Education at the time of the Board's approval of this Agreement.

B. New Employees

Any employee who enters the School Psychologist Unit on or after July 1, 2014 shall be assigned a salary for the position within the established minimum and maximum salary established by the Board. The assignment of salary for those employees shall be determined by the Director of Personnel in consultation with the Superintendent. In placing those employees, the employees' education, experience and any other relevant factors shall be considered. The employee's salary shall be subject to Board approval. In no event shall the new employee's salary be more than seven percent (7%) higher than the minimum salary.

C. Payment of Salaries

1. The Board may elect to complete payment of salaries by "direct deposit" in which event upon request each employee shall provide "direct deposit" wiring instructions to the Board's designated agent.
2. At the option of the Board, employees shall receive their paychecks bi-monthly in equal amounts on the fifteenth (15th) day of each month and the last day of each month.

D. Advanced Degrees

1. Those school psychologists holding a Masters Degree plus forty-five (M.A. + 45), or those school psychologists having a Doctorate Degree from an accredited institution but not in the field of Education who, on or before June 30, 2012 have received a payment of \$1,500.00 annually shall have that money added to the employee's base pay on July 1, 2012.
2. Effective July 1, 2012, no employee shall be eligible for any additional monies due to advanced degree status.

E. Deductions from Salary

Upon authorization by a school psychologist, the board agrees to deduct from the individual salaries, monies to be deposited in tax sheltered annuity companies. Said money shall be disbursed to the specified companies within five (5) working days after such deductions have been made. School psychologists have the option of deductions being made to Board approved tax sheltered annuity companies.

ARTICLE X

SCHOOL PSYCHOLOGISTS RIGHTS

A. In accordance with existing laws, the Board hereby agrees that every school psychologist employed by the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other activities for mutual aid and protection.

B. The rights granted to school psychologists hereunder shall be deemed to be in addition to those provided by the State Board of Education Rules and Regulations and Board policies.

ARTICLE XI

MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of the Board and its properties and facilities and to determine the methods of operation to be offered by its employees and to direct the on-the-job activities of its Employees;
2. To determine the standards of selection of employment and to hire all employees and subject to the provisions of Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees as defined in the Collective Bargaining Agreement;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to Law;
4. To relieve its employees from duty because of lack of work, lack of funding or legal cause;
5. To maintain the efficiency of its operation;
6. To determine the amount of overtime to be worked;
7. To determine the methods, means and personnel by which its operations are to be conducted;
8. To determine the content of work assignments; and

9. To exercise complete control and discretion over its organization and the technology of performing its work.

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

ARTICLE XII

DUES DEDUCTION

In accordance with state statute, the Board agrees to deduct the dues for the Vineland Association of School Psychologists.

The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suit or other form of liability that shall arise out of or by reason of any dues deductions or other actions taken by the Board in reliance upon salary deduction authorization cards as furnished by the Association to the Board, or in reliance upon any notification on the letterhead of the Association, advising of such dues deductions to be made by the Board.

ARTICLE XIII

SAVINGS CLAUSE

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 provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

ARTICLE XIV

TERM OF AGREEMENT

July 1, 2012 through June 30, 2016

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed, and signed by their respective presidents and attested by their secretaries on the _____ day of _____, 2014.

VINELAND ASSOCIATION OF
SCHOOL PSYCHOLOGISTS

VINELAND BOARD OF EDUCATION

President

Eugene Medio, President

ATTEST:

Secretary

Secretary