

**AGREEMENT**

**between the**

**WALLKILL VALLEY REGIONAL HIGH SCHOOL  
BOARD OF EDUCATION**

**and**

**WALLKILL VALLEY  
ADMINISTRATOR'S ASSOCIATION**

**Covering the Period**

**July 1, 2009**

**to**

**June 30, 2012**

## **ARTICLE I**

### **A. Membership**

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Wallkill Valley Administration, hereinafter known as “the Association”, as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all positions designated as Vice Principals and Director of Student Personnel Services.

### **B. Definitions**

For purposes of clarity, terms crucial to the interpretation of this contract are listed below:

Employee - When used hereinafter in the Agreement, this term shall refer to all professional administrative employees represented by the Association in the negotiating unit as above defined, and references to “males” shall include females.

## **ARTICLE II - Negotiation Procedure**

### **A. Deadline Dates**

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of administrative personnel. Negotiations shall begin no later than November 1 and no earlier than October 15 of the calendar year preceding the calendar year in which this agreement expires. Negotiations shall commence with a meeting at a mutually satisfactory place within 15 days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time.

### **B. Negotiating Team Authority**

Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals and make counterproposal in the course of negotiations.

### **C. Modification - Understanding of Parties**

This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the times they negotiated or executed this Agreement. Should any general contract provision be updated or improved as a result of the Board’s negotiations with other bargaining units, similar consideration will be given to the WVAA.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. This Agreement shall be effective as of July 1, 2009, and shall continue in effect until June 30, 2010, subject to the Association's right to negotiate over a successor agreement, as provided herein.

### **ARTICLE III - Grievance Procedure**

#### **A. Definition**

The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract, administrative decisions, board policy or state statute affecting a member or group of members.

#### **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.

#### **C. Procedure**

##### **1. Filing a Grievance**

A grievance may be filled by an individual member, a group of members or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within twenty (20) work days of the happening of the event.

##### **2. Failure to Communicate a Decision**

Failure at any step to communicate the decision on a grievance within the specified time limitation shall constitute acceptance of a grievance as sustained. Failure to appeal an answer which is unsatisfactory within the specified time limitations shall be deemed to constitute an acceptance of the decision rendered at that step.

##### **3. Understanding Until Grievance is Resolved**

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 affect thereof shall have been fully determined.

#### 4. Informal Attempt to Resolve a Complaint

An individual who has a complaint shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the complaint is the Association, the initial discussion shall be at the level of the Superintendent; and, in such event, if the problem is not resolved to the satisfaction of the Association within twenty (20) work days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.

#### 5. Level One - Immediate Supervisor

If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the complainant within seven (7) work days, he shall set forth his grievance, in writing, to the immediate superior, specifying:

- A. The nature of the grievance;
- B. The nature and extent of the injury, loss or inconvenience;
- C. The result of the previous discussion;
- D. His dissatisfaction with decisions previously rendered and the relief or adjustment sought.

The immediate superior shall communicate his decision to the grievant, in writing, within ten (10) work days of receipt of the written grievance.

#### 6. Level Two - Superintendent of Schools

The grievant, no later than seven (7) work days after receipt of the immediate superior's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made, in writing, reciting the matter submitted to the immediate superior and his dissatisfaction with the decision previously rendered, as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) calendar days. The Superintendent shall communicate his decision, in writing, to the grievant and the immediate superior as applicable.

#### 7. Level Three - Board of Education

If the grievance is not resolved to the grievant's satisfaction, he, no later than seven (7) work days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted, in writing, through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision, in writing, within thirty (30) school days of receipt of the grievance by the Board.

#### 8. Level Four - Advisory Arbitration

A. If the decision of the Board does not resolve the grievance to the grievant's satisfaction and the Association wishes review by a 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 of 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.

B. Within ten (10) school days after receipt of the request to 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.

C. 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. Where, however, the grievant elects to proceed without the Association's concurrence, the costs shall not be borne or shared by the Association. The Arbitrator's cost in such event shall be shared equally between the grievant and the Board.

D. Time lost by any grievant and/or his representative due to proceedings, shall not be charged to personal time, nor shall there be any loss in pay.

Note: The number of levels will depend on the Administrative structure of our district.

#### 9. Right to Representation

At any hearing held by the Board of Education, pursuant to paragraph III C 7 above, or arbitration proceedings pursuant to paragraph III C 8, the employee shall have the right to be represented by the Association or legal counsel of his choosing.

#### 10. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

#### 11. Meetings and Hearings

No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representative contemplated in this article.

### **ARTICLE IV - Administrative Employee Rights**

#### A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

#### B. Just Cause Provision

No employee shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause, as defined in 18A:28-5. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure as set forth in Article III.

#### C. Required Meetings or Hearings

Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter that could affect the status of his employment that has been mutually predetermined, then the administrator shall be given prior notice (which will be in written form) of the reasons for such meeting or interview and shall have representative(s) of the Association and/or attorney present to advise him and represent him during such meeting or interview. Any suspension shall be in accordance with provisions of 18A:25-6 and shall be with pay in compliance with 18A:6-8.3 until formal determination by the appropriate authority. The Association shall have the right to be present to protect the interests, not only of the individual involved, but also of the organization as the bargaining representatives exclusively recognized.

#### D. Criticism of Administrative Employees

Shall be as Board policy on the handling of comments. In the absence of such policy, any criticism by a superior or Board member of an employee shall be made in confidence and not in the presence of teachers, parents, students, or at a public gathering.

## **ARTICLE V - Association Rights and Privileges**

### **A. Use of School Buildings**

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

### **B. Use of School Equipment**

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 audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and equipment incident to such use.

### **C. Conflicts with Other Units with Agency Shop**

In negotiating with other bargaining units in the district related to agency shop provision, the Board of Education shall exempt all Administrative employees from any agency shop claims from any unit other than the one in which the Administrative employee is eligible for membership.

## **ARTICLE VI - Evaluation**

### **A. Right to Full Knowledge**

The Board of Education and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgement of his superiors respecting the effectiveness of his performance.

### **B. Frequency of Review**

Therefore, the Superintendent shall, in compliance with the State Law, establish supervisory procedures that will guarantee a minimum of three (3) written evaluations per year for each non-tenured employee. The first written evaluation shall be no later than January 15. The second written evaluation shall be no later than March 5 and the third no later than May 31. The process shall be in accordance with provisions of NJAC 6:3-1.19.

### **C. Evaluation Procedures**

#### **1. Copies of Reports**

Each employee shall sign all copies of written evaluation, attesting to the fact that the contents of the evaluation are known to him. No written evaluation may become part of an employee's personnel file without the employee's knowledge. Further, each employee shall receive a copy of each written evaluation.

## 2. Right of Employee to Respond

A conference shall be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee, in compliance with NJAC 6:3-1.21. At such time, the employee is entitled to have his response to the evaluation heard and appended to the evaluation report.

## 3. Notice of Contract Renewal

Each non-tenured administrator employee shall receive written notice, by April 30 of each year, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

# **ARTICLE VII - Leaves of Absence**

## A. Sick Leave

### 1. Accumulative

Absence for personal disability shall be allowed and shall include full pay not to exceed 12 days for 10 month employees, 10 of which are sick days and 2 of which are emergency days. Twelve month employees shall be allowed a total of 14 days, 12 of which are sick days and 2 of which are emergency days. Unused sick days shall be accumulated from year to year.

### 2. Retirement

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, 1997, the rate of pay shall be \$50 per day for each day of unused sick days to a maximum of \$10,000. Retirement shall mean an Administrator filing the necessary papers to effect same with the New Jersey State Teachers' Retirement System or the Teachers' Pension and Annuity Fund. Notice of intent to retire shall be given to the Board by December 1 of the school year of 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.

## B. Temporary Leaves of Absence

All full-time Administrative employees shall be entitled to the following leaves of absence with pay during the school year.

### 1. Death in Family

Absence due to death in the Administrator's immediate family or household shall be allowed with pay for the required period not to exceed five (5) school days. The term "immediate family" shall include wife, husband, children, mother, father, mother-in-law, father-in-law, sister, brother.



## 2. Funerals

An allowance of one (1) day shall be granted to attend the funeral of other relatives of the employee (two (2) day leave for grandparent). This leave may be extended by the use of personal leave provided for in Section B.3 of this Article.

## 3. Personal

Absence of four (4) days per year may be granted to an employee without reduction in pay for personal business which cannot be performed other than during employment hours. The number of unused days in any year shall accumulate for the purpose of sick leave from year to year.

## 4. Jury Duty

In case of required jury duty, an employee shall be allowed time off with pay for jury service.

## 5. Legal

In case of required appearance in a court of law involving the employee, he shall be granted time off without reduction in pay for such appearances that are job related.

## 6. Professional Conferences

Any Administrative employee desiring to attend a professional convention or meeting shall apply to the Superintendent for approval not later than ten days in advance of the convention or meeting date or place. The Superintendent will consider all requests for attendance at conference and with his approval, the employee shall make the necessary arrangements to attend. Any such approved attendance shall be without a reduction in pay for the employee. Subject to prior approval by the Superintendent, the school district shall pay the reasonable expenses for travel, lodging and meals incurred by the employee in attending and participating in such conferences or meetings.

## C. Extended Leaves of Absence

### 1. Extended 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 of Education reserves the right to impose such conditions and terms with regard to the time period, point on the salary guide when the teacher returns, position upon return and other matters as it deems appropriate.

### 2. Good Cause

Other leaves of absence with or without pay may be granted by the Board for good reason.

### 3. Continuation of Benefits While on Leave

Employees, while on leave without pay, shall have the option to continue paying premiums for health/insurance benefits regularly provided by the Board.

### 4. Return from Leave

#### A. Salary

Upon return from leave granted by the Board, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent.

#### B. Benefits

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return.

## **ARTICLE VIII - Sabbatical Leave**

### A. Right to Make Request

An Administrative employee, after having been employed by the district for seven (7) continuous years, may submit a request for a sabbatical leave to the Board. The Sabbatical Leave shall be at the discretion of the Board.

### B. Procedures and Criteria

The following procedures and criteria shall govern the handling and making of requests for Sabbatical Leave:

- 1) Applicants must have held an Administrative position for seven (7) continuous years.
- 2) The leave will encompass 1/2 year at full pay or full year at half pay.
- 3) Salary, after returning, will be equal to the level of the employee would have received had he continued in his position.
- 4) Application must be made on or before March 1 of the year being requested, and applicants must be notified by June 30.
- 5) A given employee can only request a Sabbatical Leave once every five years of district employment after meeting the initial seven years criteria for such consideration and having been granted such a leave.
- 6) Board will consider a Sabbatical Leave request based upon educational merit, and benefit to the district.

## **ARTICLE IX - Vacation**

### **A. Time Allotted**

Annual vacations for Association members shall be 20 days per annum taken within the contract year. Upon application and approval of the Superintendent, a member may accrue up to 30 vacation days for use for extended vacation.

### **B. Legal Holidays**

All legal holidays (national and state) during which school is not in session, shall be considered vacation days in addition to the above vacation schedule.

### **C. Separation from Service**

1. A member who dies before his contract period is completed, shall have payment for his vacation days given to his estate.
2. A member who retires during the contract year shall receive cash payment (per diem rate) for his unused vacation days up to 30 days.

D. Upon retirement, the work year for Administrators will be considered as 220 days, regarding carry over vacation days.

E. The parties have agreed to the mileage rate established through a regulation received from the Commissioner of Education as being \$.31 cents per mile; and that this shall be in effect until such time that regulation is legally changed through proceedings and reflect the mileage rate established by the IRS on July 1, 2008 of \$. 58 1/2 cents per mile.

## **ARTICLE X - Other Benefits**

The Wallkill Valley Board of Education will provide, at a minimum, the same benefits for the employees covered under this Agreement as is provided for all full time employees of the Wallkill Valley Board of Education.

The Board will pay employee annual membership in the following professional associations:

1. New Jersey Principal and Supervisor Association
2. Association for Supervisors and Curriculum Development or  
Phi Delta Kappa

## **ARTICLE XI - Protection of Employees and Property**

### **A. Unsafe and Hazardous Conditions**

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being as per Board policy.

### **B. Assault**

#### **1. Legal Assistance**

The Board shall give full support, including legal and other assistance, for any assault upon the employee while acting in the discharge of his duties.

#### **2. Leave**

When absence arises from such assault or injury, the Administrator shall be entitled to full salary and to other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.

#### **3. Reimbursement for Personal Property Damage**

The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his duties within the scope of his employment. All such requests for reimbursement shall be submitted to the Superintendent and shall have appended there to a report of the incident giving rise to the damage, a statement concerning the nature of the damages to clothing or property sustained, and documentation supporting the asserted monetary value of such damage for which reimbursement is sought. The Superintendent shall review the request and supporting materials and thereafter make a recommendation to the Board which, in turn, shall have final decisional authority with respect to the request. The decision of the Board on all such requests shall be final.

## **ARTICLE XII - Association Dues**

### **A. Association Dues**

The Board agrees to deduct from employees salary, dues for any one or combination of associations as said employees individually or voluntarily authorize.

#### **Tax Sheltered Annuity**

An employee may authorize the Board to make deductions for the purpose of tax-sheltered annuities pursuant to the provisions of R.S. 18A:66-127, et seq., and the terms of a group contract approved by the Board.

#### **Use of Automobiles**

1. All members of the Association who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the rate of \$0.31 (31 cents) per mile.  
(Article IX - E)

Reimbursement of Tuition, Fees and Books

1. Reimbursement

The Board of Education shall reimburse members of the Association, at the New Jersey State College costs, for no more than 9 credits, for all tuition, fees, and book costs for approved college and university courses.

2. Approval for Courses

Courses must be approved by the Superintendent prior to registration.

**ARTICLE XIII - Salary**

The salaries of all Administrators covered by this agreement are set forth in Schedule A, attached hereto and made a part hereof. An annual award of service longevity has been mutually agreed upon and so made a part of Schedule A - The Salary Guide.

**RATIFICATION AND CONFIRMATION**

The parties hereto, by the execution hereof, do ratify, acknowledge and agree that this Agreement dated July 1, 2006 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 there of.

Dated: \_\_\_\_\_

Wallkill Valley Administrator’s Association

\_\_\_\_\_  
President

Board of Education  
Wallkill Valley Reg. H.S. District

Attest

\_\_\_\_\_  
Elizabeth N. Flatt, Secretary

\_\_\_\_\_  
President

**SCHEDULE A**  
**Wallkill Valley Regional High School**  
**Administrative Salary Guide**

1. Administrative Salaries	2009-10	2010-11	2011-12
John Petronaci	143,622	149,266	155,136
Mike Casserly	142,377	148,021	153,891
John Mayer	137,277	142,921	148,791

2. Longevity

Longevity payments shall remain in effect during this contract period and will be added to the base salaries listed above after the following indicated years of continuous service as an Administrator in the Wallkill Valley Regional High School District.

Beginning of 4th contract year - Effective July 1 of that year.

4 years	-	\$ 1,000
8 years	-	\$ 1,500
12 years	-	\$ 2,000