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Contract Database Metadata Elements

Title: **Wallkill Central School District and Wallkill Administrators Association (WAA), (2008)**

Employer Name: **Wallkill Central School District**

Union: **Wallkill Administrators Association (WAA)**

Effective Date: **07/01/08**

Expiration Date: **06/30/12**

PERB ID Number: **6404**

Unit Size: **9**

Number of Pages: **12**

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AD 16404

CONTRACT

BETWEEN

WALKILL ADMINISTRATORS' ASSOCIATION

AND

THE BOARD OF EDUCATION

WALKILL CENTRAL SCHOOL DISTRICT

JULY 1, 2008 - JUNE 30, 2012

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 04 2009

ADMINISTRATION

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ARTICLE I
Preamble

This contract is entered into in order to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York (Civil Service Law, Article 14) and to encourage and increase the effective and harmonious working relationships between the Board of Education of the Wallkill Central School District (hereinafter called "Board") and its administrative employees (hereinafter called "unit members") represented by the Wallkill Administrators Association (hereinafter called "WAA").

ARTICLE II
Recognition

The Wallkill Central School District recognizes the Wallkill Administrators Association as the exclusive bargaining agent for all active certified administrative personnel with the exception of the superintendent and the assistant superintendents.

ARTICLE III
WAA Privileges

- A. With prior approval of the Superintendent, the WAA may have use of school buildings without cost and at reasonable times for meetings. The WAA will be permitted to use inter-school mail, facilities, faculty bulletin boards, photocopying equipment, audio-visual equipment, and telephone for WAA business. If such use results in additional costs to the Wallkill Central School District, (District) such additional costs shall be paid by the WAA.
- B. The District shall deduct from the salary of each unit member of WAA, who so authorizes in writing, dues for membership in any professional organization so designated by said unit members, and shall transmit such deductions to the authorized organization or association.
- C. The District shall print copies of this agreement and distribute a copy to each unit member of WAA not later than 30 days after the final agreement is executed by the parties hereto.
- D. The President of WAA shall be given three (3) association days for the purposes of completing paperwork, implementing of change, meeting with other administrators, attending conferences, etc.

ARTICLE IV
Work Year and Vacations

A. The work year for all administrators shall be the regular school calendar year from September 1 to June 30 plus twenty (20) additional days during the summer (July 1st through opening day of school) and a maximum of five days between the last day of school and June 30th of each year. Three mutually agreed upon days during the summer shall be worked by all administrators. In addition, the five (5) days prior to the start of school shall be workdays for all administrators unless approved by the Superintendent of Schools. If the school year starts prior to Labor Day, the parties shall negotiate the impact, if any, that this has on unit members. All unit members shall be entitled to all holidays and vacation days granted to other professional personnel in the District.

B. Directors shall have the same work year and vacation periods, but shall have the option of taking vacation days at periods mutually agreeable with the Superintendent. All efforts will be made for Administrators' vacation to be taken in such a way as to provide for coverage by working administrators at all times during the summer months or a procedure adopted by the District/Administrators to provide coverage will be followed.

C. Administrators are required to report to work on all snow days, for which they will be paid a per diem rate for up to five (5) days. A personal day must be taken for each snow day not worked.

D. There shall be a minimum of one (1) secondary administrator (Middle School or High School) on site until 4:30 p.m. when 4:00 p.m. bus runs are in operation.

ARTICLE V
Leaves/Retirement Incentive

A. Sick Leave - Each unit member shall be allowed sick leave without loss of salary for ten (10) days in the work year because of personal or family sickness or personal physical disability including pregnancy related illness or disability. If a unit member does not utilize the full amount of sick leave allowed in any work year, the amount not so utilized shall be accumulative to two hundred fifty (250) days. On the first day of each work year, the unit member shall be credited with the amount of sick leave allowed to him/her for that work year, which shall consist of all accumulated sick leave days plus ten (10) days for the ensuing work year.

B. Payment for Unused Sick Leave - Any administrator who is eligible to retire and who notifies the District in writing by the conclusion of the first semester of the school year of his/her intent to retire, shall be compensated for all accumulated sick leave at ninety dollars (\$90) per day for accumulated time over fifty (50) days during the life of this contract.

C. Bereavement Leave - At the discretion of the Superintendent, bereavement leave shall consist of up to five (5) days for the death of an immediate family member and shall not be considered as part of the sick leave allowance. Such leave shall be granted without loss of salary.

D. Emergency Leave - Requests for either paid or unpaid emergency leave shall be granted at the discretion of the Superintendent. The Board of Education will be notified of such leave, and must approve paid emergency leave.

E. Graduation and Awards - Each unit member shall be entitled to leave of one day without loss of pay to attend his/her own graduation or a ceremony at which he/she is the recipient of an award or special honor. Such leave day will not be charged against other leave allowed by this article.

F. Personal Leave - Each unit member shall be allowed ten (10) days of personal leave without loss of pay in each work year to attend to those personal matters which cannot be attended to at a time other than during a personal working day. Personal days shall not be used to extend a vacation. Unused personal leave days will roll over each year and apply toward accumulated sick leave in Section V. A. of this agreement.

G. Child Rearing Leave:

Unpaid child rearing leaves will be granted to administrators upon the following conditions.

1. The administrator requesting a child rearing leave shall give the Superintendent of Schools at least sixty (60) days advance written notice of such intent. Said written notice shall include the approximate date of termination of the leave, which shall be coincidental with applicable semester breaks.

2. An administrator may apply for a child rearing leave for a duration not to exceed twenty-four (24) months. The administrator may request a leave of less than twenty-four (24) months. In either event, such leaves are subject to Board approval and must conform with the termination dates per G(1) above. If an administrator wishes to return from leave, prior to the scheduled end of such leave, he/she must make such a request in writing to the Superintendent of Schools. The Board may grant such a request based upon staffing needs and the availability of a position. An administrator returning from a child rearing leave must work for a full school year before he/she would be entitled to apply for another child rearing leave.

3. Upon written application to the Board at least sixty (60) days prior to the termination of the original request, an extension for one or two semesters may be granted.

4. Should a pregnancy be terminated prior to birth, the administrator may, upon sixty (60) days written notice, request termination of the child rearing leave and return to duty to commence at the beginning of the next succeeding semester after receipt of the aforementioned notice from the administrator. The District may require the administrator to present a doctor's certificate stating that she is physically fit to resume her full responsibilities.

5. Pregnancy or maternity shall be considered as qualification for sick leave as otherwise provided for in this agreement, upon certification from the administrator's doctor, or, at the District's option, a physician designated by the District. However, no person on child rearing leave shall be entitled to use accumulated sick leave.

ARTICLE VI
Negotiation Procedures

Negotiation for a successor agreement shall be commenced at any time upon the request of either party. A mutually acceptable meeting date shall be set not more than fifteen (15) calendar days following such request. In any given year, such request shall be made not earlier than November 1 nor later than December 1 except by mutual consent. A tentative list of items for negotiations shall be submitted in writing by each party to the other at least one week prior to the first meeting.

ARTICLE VII
Compensation

A. Payment - Paychecks shall be released every other Friday. In the event that a payday occurs during a vacation period, administrators shall be paid on the last business day before the start of vacation.

B. Salary

1. Base salary for Michael Rydell shall be \$75,000, for Jose Jimenez, \$73,000, and Janet Warden \$79,000, for the 2008-2009 school year. For all other incumbent administrators, in the 2008-2009 school year base salaries shall be increased by 4%; in the 2009-2010 school year base salaries shall be increased 4%; in the 2010-2011 school year base salaries shall be increased by 4%, and in the 2011-2012 school year base salaries shall be increased by 4%.

2. The District shall pay an amount for supplemental services for administrators not to exceed \$2,300.00 per administrator for the secondary level school administrators, \$1,800.00 per administrator for the elementary level administrators and \$600.00 for the Special Education Administrators for the year 2007-2008. These amounts shall increase 4% each year of the contract. Supplemental services for administrators for reimbursement shall be defined as student supervised activities and required meetings, other than regular monthly Board of Education meetings. Supplements shall be based upon the chaperone rate.

C. Longevity

1. Each unit member, at the beginning of the fifth (5th) year of service as an administrator within the district, shall receive a longevity increment totaling \$2,000. Each unit member at the beginning of the tenth (10th) year of service as an administrator within the District shall receive a longevity increment totaling \$5,000, and at the beginning of the twenty second (22nd) year \$5,000.

D. Severance Pay - Each full-time administrator employed in the Wallkill Central School District for three or more years shall receive four (4) weeks severance pay upon leaving the district. Such pay is in lieu of payment for any unused vacation pay and is in addition to any other benefit received by the administrator unless terminated for cause.

E. Car Allowance - Transportation for business reasons shall be reimbursed at the IRS rate.

F. Attendance Incentive - The Principals, Assistant Principals and Director of Pupil Personnel Services will receive an annual stipend of \$1,500, which shall not be cumulative, if the average daily attendance within their responsibility areas is at or above the following rates for the year as determined by State Education Department regulations (State Aid forms): (This salary increase is not part of base salary).

High School	93 percent
Middle School	94.5 percent
Elementary Schools	95.5 percent
Special Education	93 percent

Also, if the district average is 94 percent or greater, the above administrators will receive an annual stipend of \$1,500.00.

G. Athletic Director - Effective July 1, 2007, the salary of the Athletic Director shall be increased to \$20,925. This amount shall increase 4% each year of the contract. The stipend position shall not be involuntarily assigned.

H. An additional incentive of \$3,000 per administrator shall be developed and mutually agreed upon involving improving student test scores (proficiency) each year of the contract. Said incentive shall be in force by July 1st of each school year, and delineate specific test score targets in a particular subject area(s).

ARTICLE VIII

Insurance

A. Health Insurance

1. Health Insurance shall be provided under the Dutchess Employees Health Insurance Consortium Alternative PPO.

2. The District shall pay ninety (90) percent of the cost for individual or family premium for bargaining unit members participating in such plan or any HMO of their choice. For any administrator hired after July 1, 2008 the District shall pay eighty five (85) percent of said premiums.

3. Bonus Plan: Unit members of the bargaining unit who withdraw from the District's health insurance plan during the life of this Agreement shall receive fifty percent (50 %) of premium as of July 1st for the Dutchess Plan or January 1st for HMO's or the Empire Plan. Payment shall be at the end of the year of withdrawal.

4. (a) Health Insurance shall be provided for administrators on retirement who have served as administrators in the Wallkill Central School District for a period of no less than ten (10) full years. Administrators serving less than that period of time shall not be provided with retirement health insurance by the Wallkill Central School District.
- (b) In order to be provided with retiree health insurance, the Employee must be actually retired under the terms of the New York State Teachers' Retirement System and actually receiving retirement pay from the New York State Teachers' Retirement System.
- (c) Incumbent administrators employed as of the date of the signing of the 2005-2006 agreement who do not have ten (10) years service shall have the right to retiree health insurance.

5. The District shall pay 95% of the individual or 75% of the family premium for the benefits of the plan for eligible administrators retiring after July 1, 1998. For administrators who retired on or prior to July 1, 1998, the District shall pay 60% of the individual or 45% of the family premium. For administrators hired after July 1, 2008, the District shall pay 90% of the individual or 70% of the family premium for the benefits of the plan for eligible retiring administrators.

- (a) The District shall pay 50% of the individual premium for spouses of deceased eligible administrators retiring from the District and collecting Teacher Retirement System payments after July 1, 2008.

B. Medical, Dental, Optical and Insurance Option

1. The District will contribute a total of \$1950 per unit member toward the payment of medical, dental, optical expenses, life and/or disability insurance premiums either family or personal. This amount will increase 4% each year of the contract.

2. Any administrator's spouse or beneficiary will receive \$30,000.00 as a death benefit if any administrator passes away during his/her employment at Wallkill Central School District.

C. Other Benefits

Benefits granted to other bargaining units within the Wallkill Central School District shall not automatically accrue to the Wallkill Administrators Association.

ARTICLE IX
Professional Development

A. The Board shall authorize and reimburse unit members for attendance at State and National conferences. A unit member shall be reimbursed for attending one of these conferences. Additional conference requests may be granted upon the recommendation of the Superintendent of Schools and the Board. A conference is designated as any meeting in which a unit member is in attendance for two or more nights. No more than two unit members shall attend a given conference without the approval of the Superintendent.

B. The time spent in attendance of such conferences, including travel time, shall not be counted as vacation time, holiday time, or personal leave time, but will be treated in all respects as part of the normal performance of duties during the work year.

C. Reimbursement for graduate studies will be granted upon successful completion of course work (grade of C or better) within the area of educational administration or must have prior approval of the Superintendent of Schools.

ARTICLE X
Grievance Procedures

A. Definition

1. "Grievance" is a claim by a unit member or group of unit members based upon any event or condition affecting their salaries, welfare and/or terms and conditions of employment, including but not limited to any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices or customs of the Board and Administration during the term of this agreement.

2. Chief Executive Officer means the Superintendent of Schools.

B. Procedures

Stage 1 - Chief Executive Officer - Informal - A unit member having a grievance will discuss it with the Chief Executive Officer either directly or through a WAA representative with the objective of resolving the matter informally.

Stage 2 - Chief Executive Officer - Formal - If the grievance is not resolved informally, it may be reduced to writing and presented to the Chief Executive Officer. Within two (2) school days after the written grievance is presented to him, the Chief Executive Officer shall, without any further consultation with the aggrieved party, or any party in interest render a decision thereon, in writing, and present it to the grievant.

Stage 3 - Board of Education - Formal

1. If the grievant is not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board within fifteen (15) school days after the Chief Executive Officer has given notice of such decision and has presented such decision to the grievant.
2. Within ten (10) school days after the receipt of an appeal, board or sub-committee thereof shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
3. The hearing officer shall render a decision and notice of such decision and a copy thereof shall be given within five (5) school days after the conclusion of the hearing.

Stage 4 - Arbitration

1. After such hearing, if either the grievant or WAA is not satisfied with the decision of the Board rendered at Stage 3, either side may submit the grievance to arbitration by written notice to the Board given within fifteen (15) school days after the Board shall have given notice of its decision to the grievant and WAA.
2. Within fifteen (15) school days after such written notice of submission to arbitration, the Board and WAA will agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, the arbitrator shall be selected in accordance with the procedures established by the rules of the Federal Mediation and Conciliation Service.
3. The arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) school days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date when the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues.
4. The arbitrator shall limit his decision to the application and interpretation of this agreement, and to any remedy, if appropriate, which is not inconsistent with this agreement and is not contrary to law.
5. The decision of the arbitrator shall be final and binding upon all parties.
6. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and WAA.

C. Rules of Procedures

1. All grievances shall include the names and positions of the grievant, the identity of the provision of law, this agreement, policies, etc., involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the grievant, and a general statement of the nature of the grievance and the redress sought by the grievant.

2. Except for informal decision at Stage 1, all decision shall be rendered in writing at each step of the grievance procedure, setting forth the reasons therefore. Each decision shall forthwith be transmitted to the grievant and to the President of the WAA.

3. Except as otherwise provided at Stage 1, the grievant and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against them and to call witnesses on their own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

4. The grievant may choose whomever he/she wishes to represent him/her at any stage, except that such representative may not be an official of a competing employee organization.

5. The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record of each grievance which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 and all written decision of all stages. The Official Grievance Record shall be available for inspection and copying by the grievant, WAA, and the Board, but shall not be deemed a public record.

ARTICLE XI
Legislative Enactment

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

If any provision of this agreement or any application of the agreement to any administrator or group of administrators shall be found 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 applications shall continue in full force and effect.

ARTICLE XII

Duration

The terms of this agreement shall be from July 1, 2008 through June 30, 2012. Upon expiration of this agreement, all articles contained herein shall continue in force until a new agreement is reached and shall be continued into the new agreement unless changed in said agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the _____ day of _____, 2007.

(Signed) _____
ANTHONY ARGULEWICZ
Superintendent of Schools
Wallkill Central School District

(Signed) _____
TINA WILLIAMS
President, Board of Education
Wallkill Central School District

(Signed) _____
LOUIS PIETROGALLO
Wallkill Administrators Assoc.

(Signed) _____
RICHARD KELLY
Wallkill Administrators Assoc.