

AGREEMENT
BETWEEN
THE WAYNE SUPERVISORS OF CURRICULUM AND INSTRUCTION
ASSOCIATION
AND
THE WAYNE BOARD OF EDUCATION
FOR THE SCHOOL YEARS

2011-2012

2012-2013

2013-2014

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PREAMBLE

This Agreement made in the Township of Wayne, County of Passaic and State of New Jersey, on this _____ day of _____, 2011, and in accordance with a Memorandum of Agreement dated the **December 20, 2011**, by and between the Board of Education of the Township of Wayne in the County of Passaic and State of New Jersey, hereinafter called the “Board”, and the Wayne Supervisors of Curriculum and Instruction Association of the Township of Wayne, County of Passaic and State of New Jersey, hereinafter called the “WSOCIA”.

WHEREAS, the Board and the WSOCIA have the obligation pursuant to Chapter 303 of the Public Laws of 1968 as amended by Chapter 123 of the Public Laws of 1974, to negotiate and agree to terms and conditions of employment for the orderly operation of the school district; and

WHEREAS, the Board and the WSOCIA have reached agreement as to the terms and conditions of employment for the school years **2011-2012, 2012-2013, 2013-2014;**

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the Board and WSOCIA agree as follows:

ARTICLE I
RECOGNITION

- A. The Board recognizes the WSOCIA as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all of the contracted certificated Supervisors of Curriculum and Instruction and all Supervisors of Middle School Guidance employed by the Board, including Supervisors of Curriculum and Instruction and Supervisors of Middle School Guidance on leave of absence.
- B. The Board recognizes the WSOCIA members to include all Supervisors of Curriculum and Instruction as well as Supervisors of Middle School Guidance. Hereafter, in this employment agreement, all references to Supervisors will include both of these job titles.

ARTICLE II

NEGOTIATIONS OF SUCCESSOR AGREEMENT

- A. The Board and the WSOCIA agree, to enter into collective negotiations in good faith on all matters related to terms and conditions of Supervisors employment. Any changes or additions affecting the terms and conditions of Supervisors employment will be negotiated with the WSOCIA.
- B. Any agreement reached as a result of negotiations shall be reduced to writing, signed by the Board and the WSOCIA, and approved by the Board.
- C. Negotiations of the terms and conditions of employment on a successor agreement shall begin on or after November 1, but in no event later than November 15, of the school year in which this contract terminates.
- D. The WSOCIA and the Board shall exchange all proposals which they desire to present as subjects for negotiations in writing, no later than ten (10) days before the date fixed for the initial negotiation session. Proposals for ground rules shall be exchanged at the same time contract proposals are exchanged.

During negotiations, the Board and the WSOCIA shall present relevant data, exchange points of view, and present such other proposals and counterproposals.

Each party upon request shall promptly make available to the other party information within its possession which is not privileged under law and which is relevant to the matters under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

ARTICLE III
GRIEVANCE PROCEDURE

A. Declaration of Purpose

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of members of the WSOCIA through procedures under which the Board and members of the WSOCIA are afforded adequate opportunity to dispose of their differences.

B. Definitions

1. A grievance is a complaint by any Supervisor, group of Supervisors, or the WSOCIA, that there has been an improper interpretation, application or violation of this Agreement, involving terms and conditions of employment.
2. The "immediate superior" shall mean the person so designated by the organization chart.
 - a. Building Principal
 - b. Appropriate Director/Supervisor
 - c. Assistant Superintendent
 - d. Superintendent of Schools

If the subject of the grievance is such that it crosses buildings or is system-wide, the immediate superior is the Superintendent of Schools or such other person as may be designated by the Superintendent of Schools.

3. The "aggrieved party" shall mean any Supervisors filing a grievance.
4. "Party in Interest" shall mean the Professional Rights and Responsibilities Committee (PR&R) of the WSOCIA and any party or parties aggrieved.

5. "Professional Rights and Responsibilities Committee" (PR&R) is the committee created and constituted by the WSOCIA to administer this procedure on behalf of the WSOCIA.
6. Hearing Officer" shall mean the Board or any individual charged with duty of rendering decisions under the grievance procedure. At the formal levels of the grievance, the hearing officer shall not be the individual against whom the grievance is directed.
7. "Days" shall mean school teaching days.

C. Procedures

1. All grievances shall include: the name and position of the aggrieved party; the identity of the said grievant(s) as defined in Section B(1); the time when, and the place where, the alleged events or conditions constituting the grievance occurred; the identity of the party responsible for causing the said events or conditions, if known, to the aggrieved party; a general statement of the nature of the grievance and the redress sought by the aggrieved party; and the names of all Supervisors having factual knowledge of the matter.
2. Except for informal decisions at Section E, Stage 1(a), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore. Each decision shall be promptly transmitted to the parties in interest.
3. The preparation and processing of grievances, insofar as practicable shall be conducted during the hours of employment. All reasonable effort will be made to

avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

4. The Board and the WSOCIA agree to facilitate any investigation which may be required to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
5. Except as otherwise provided in Section E, Stage I, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against her/him, (except at the Board level), to testify and to call witnesses on his/her 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.
6. Forms for filing grievances, service notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the WSOCIA. The Superintendent of Schools shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or any member of the administration against the aggrieved party, any party in interest any representative, any member of the PR&R Committee, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
8. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Unless requested to do otherwise by the Supervisors in question, any documents,

communications and records dealing with the processing of a grievance will be kept in the strictest confidence and will not be made available to potential employers or others inquiring about said Supervisors.

9. The Superintendent of Schools shall be responsible for accumulating and maintaining an Office Grievance Record 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 Section B, Stage 1(a) and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings under Section E, Stages 2 and 3. A copy of such minutes will be made available to the aggrieved party and the PR&R Committee within five (5) days after conclusion of hearings at Section B, Stages 2 and 3. They shall advise the appropriate hearing officer of any errors in said minutes within two (2) days thereafter. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the Hearing Officer shall indicate the determination made respecting the said claimed, error. The Official Grievance Record shall be made available for inspection and/or copying by the aggrieved party, the PR&R Committee and the Board within two (2) working days unless mutually agreed to be extended, but shall not become a public record.
10. An aggrieved Supervisor may be represented at all stages of the grievance procedure by her/himself, or at her/his option, by a representative selected or approved by the WSOCIA. In any event, after the grievance is submitted in writing, the WSOCIA shall have the right to present at all stages of the grievance procedure to protect its interest in the contract.

11. While any proceeding is pending and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
12. WSOCIA representatives may, upon request and approval, be granted release time of reasonable duration during the school day to meet with aggrieved Supervisors or to participate in the proceedings held at any stage of the grievance procedure. Approval shall not be unreasonably withheld.
13. All withdrawals of grievances shall be submitted in writing by the WSOCIA to the person at the level of its present stage.

D. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement between the aggrieved and the superior at that stage.
2. If a decision at one stage is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
3. Failure at any stage of the grievance to communicate a decision to the aggrieved party, his/her representatives and the PR&R within a specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

4. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school term, and if left unresolved until the beginning of the following school term, it could result in irreparable harm to the party in interest, the time limits set forth herein will be reduced at the request of the party in interest so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.
5. Any grievance not presented to the Supervisor's immediate superior within twenty five (25) school days from the date the alleged grievance occurred shall be deemed to have been waived, and the aggrieved party shall be conditionally barred from relief hereunder.

E. Stages

1. Stage 1: Immediate Superior

- a. A Supervisor having a grievance will discuss it with his/her immediate superior with the objective of resolving the matter informally.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate superior. Within five (5) days after the written grievance is presented to him, the immediate superior shall render a decision thereon in writing.

2. Stage 2: Superintendent of Schools

- a. If the Supervisor initiating the grievance is not satisfied with the written decision at Stage 1 and wishes to proceed further under this grievance procedure, the Supervisor shall, within ten (10) days after having received the written decision, file the grievance with the Superintendent of Schools. A copy

of the written decision at this stage and subsequent stages shall be forwarded, along with other appropriate documents, to the PR&R Committee.

- b. Within ten (10) days after receipt of the appeal, the Superintendent of Schools or his/her duly authorized representative shall hold a hearing with the Supervisor and the FR&R or its representative and all other parties in interest.
- c. The Superintendent of Schools shall render a written decision on the grievance within ten (10) days after conclusion of the hearing.

3. Stage 3: Board of Education

- a. If the Supervisor initiating the grievance is not satisfied with the written decision at Stage 2 and wishes to proceed further under this grievance procedure, the Supervisor shall, within (10) days after the having received the written decision, present the grievance to the Board for its consideration. The Official Grievance Record maintained by the Superintendent of Schools shall be made available for the use of the Board.
- b. Within ten (10) days after receipt of an appeal, the Board shall hold a hearing on the grievance with the Supervisor and the PR&R Committee or its representative and other parties in interest. The hearing shall be conducted in executive session.
- c. Within ten (10) days after the conclusion of the hearing, the Board shall render a decision on the grievance in writing.

ARTICLE IV
ARBITRATION

It is the intent of the parties to this Agreement that the arbitration procedure herein shall serve as a means for the peaceable settlement of grievances which are not settled under Article III that may arise between them.

- A. In the event that the aggrieved Supervisor is dissatisfied with the determination of the Board of Education, s/he may, with prior written approval of the PR&R Committee, request that his/her grievance be submitted to arbitration. A request for arbitration shall be made within ten (10) days of the Board's determination. The aggrieved Supervisor and the Board may mutually agree to extend the period of time in which arbitration may be requested.
- B. Within ten (10) days after such written notice of submission to arbitration, the Board and the WSOCIA shall attempt to agree upon a mutually acceptable arbitrator and shall 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, a request for list of arbitrators may be made from the Public Employment Relations Commission by either party. The parties shall be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- C. The arbitrator so selected shall limit him/herself to the issues submitted to him/her and shall consider nothing else. S/he can add nothing to, or subtract anything from, this Agreement between the parties or any applicable policy of the Board.
- D. The parties in interest shall be afforded a full opportunity to present any evidence, written or oral, which may be judged pertinent to the matter in disputed.

- E. The decision of the arbitrator regarding the violation, interpretation or application of this Agreement shall be final and binding upon both parties.
- F. Each grievance will be arbitrated separately except those of a similar nature and when mutually agreed to by both parties.
- G. All charges made by the arbitrator shall be shared equally between the Board and the WSOCIA. All other costs related to arbitration, such as the payment for legal services, shall be paid for by the respective parties.

ARTICLE V
SUPERVISORS RIGHTS

- A. Nothing contained in this Agreement shall be construed to deny or restrict to any Supervisor or the Board such rights as they may have under New Jersey School Laws or other applicable laws and regulations. The rights of Supervisors and the Board hereunder shall be deemed to be in addition to those provided elsewhere.
- B. Whenever any Supervisor is required to appear before the Superintendent or his/her designee, the Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that Supervisor in his/her office, position or employment or his/her salary or any increments pertaining thereto, then s/he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the WSOCIA present to advise him/her and represent him/her during such meeting or interview. Nothing in this paragraph shall be construed to mean that the Superintendent, Board or any of their agents or representatives, including principals and vice principals, may not discuss general and routine matters related to the educational process with the Supervisor, without the representation of WSOCIA and without prior written notice, provided, however, that the intent and purpose of the conference is not contemplated to support a charge or charges which could reasonable be expected to eventuate in the dismissal of the Supervisor or affect his/her salary.
- C. 1. All Supervisors shall be notified of their contract and salary status for the ensuing school year by May 15 or as required by law.

2. Upon request, any Supervisor who is not to be offered employment for the following school year shall receive verbally those specific reasons for this action by May 15 or as required by law.
3. Withholding of Increment
 - a. No administrator shall recommend withholding a Supervisor's increment unless that Supervisor has been notified and given reasons that his/her increment is in jeopardy. Written notification regarding the reasons for such action must be given to the Supervisor by April 30 whenever possible, but in no event later than June 30 of the school year.
 - b. Any increment withheld may be restored upon petition by the employee to the Superintendent of Schools, and the Superintendent so recommending to the Board of Education. In the event an increment is not restored, the Supervisor shall be given, in writing, reasons for rejection.
 - c. No increment will be withheld unless this procedure is followed.

ARTICLE VI
MANAGEMENT RIGHTS

Except as limited by existing law and the terms of this Agreement, the Board reserves to itself sole jurisdiction and authority: (1) to direct employees of the school district; (2) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (3) to relieve employees from duty because of lack, of work or for other legitimate reasons; (4) to maintain efficiency of the school district operations entrusted to them; (5) to determine the methods, means, and personnel by which such operations are to be conducted; (6) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency; and (7) to take any and all such actions contemplated by this Article in its sole discretion provided such actions are not arbitrary, capricious and unreasonable, unless a different standard is imposed by law or the specific language of this Agreement.

ARTICLE VII
LIAISON COMMITTEE

- A. The WSOCIA and the Board recognize that any agreement entered into will be effective in providing for better educational opportunities for children only if it is properly implemented by way of effective and continuing communication on subjects related to current school practices and problems.

- B. The WSOCIA and the Board agree to form a Liaison Committee to discuss Supervisors teaching loads and other issues of mutual concern. This Liaison Committee shall consist of one Board Member, one Supervisor from each High School and one Administrator. Each respective group shall select its member to serve on the Liaison Committee. Vacancies caused by resignation or by any other event shall be filled as soon as possible by the affected group. This Committee shall ordinarily meet once each semester. Should the need arise, special meetings shall be called by mutual consent.

ARTICLE VIII

WORK YEAR AND WORK DAY

- A. The regular work year for Supervisors shall not exceed 196 days. This shall consist of the teachers' contractual work year plus ten (10) days during the period from July 1 to August 31. Of these ten (10) days, four (4) will be paid as an additional stipend at 1/200th of their annual salary for each day. Payment for these four (4) days will be made on August 30. Of those ten (10) days, the Supervisors shall perform assigned supervisory responsibilities. Such days may be non-consecutive, but shall be scheduled by the building principal following consultation with the Supervisors involved. In addition, within the confines of the Supervisors regular work year, Supervisors shall work on any in-service days scheduled between July 1 and August 31 for teachers. Supervisors shall be given as much advance notice of these days as is practicable.

The annual salary referred to in Article XII and set forth in Schedule A shall constitute the base salary for each Supervisor for his/her performance of all job responsibilities contemplated by this Agreement and/or the Supervisor's job description(s).

- B. Supervisors are primarily managerial employees and, as such, are expected to work beyond the confines of the teachers' contractual work day. Generally speaking, Supervisors shall be expected to work an eight (8) hour day. This work day shall begin at the same time that teachers are required to report to the school in which the Supervisor is required to be on that day, and shall include being available to supervise and/or teach throughout the school day, and to perform such other work as may be necessary to effectively, efficiently and completely fulfill all responsibilities set forth in the Supervisor's job description(s). The parties acknowledge that the Supervisor's job

responsibilities may, from time to time, entail attending meetings that extend beyond the aforementioned contractual work day. Any such occasions shall be performed at no additional compensation beyond the salaries set forth in this Agreement.

- C. It shall be sufficient for Supervisors to indicate their presence by placing their initials next to their names on the attendance list in the school. Supervisors may leave the building without requesting permission during their scheduled duty-free lunch period, providing they indicate their absence by placing their initials on the school roster, and placing a check on the roster for their return.
- D. Supervisors shall be permitted to make coffee or tea with appliances approved by the Board in the faculty lounge or department offices.
- E. Supervisors will be free from assignments which are not germane to curriculum, except where their presence is required because of an emergency situation involving the health and/or safety of students or staff.
- F. Supervisors may be assigned to cover classes at the principal's directive. If a Supervisor is assigned to cover a class, s/he shall be, paid the following amount for each period of coverage: \$27.00.

ARTICLE IX
SUPERVISORS TRANSFER PROCEDURES

A. Request

1. A Supervisor may request a change of school when such a request is made before May 1 for the ensuing school year. The written request shall be sent to the Director of Human Resources.
2. Upon request by the Supervisor, the Superintendent or his/her designee will furnish to the Supervisor written reasons why s/he was not granted the transfer request.
3. A list of positions to be filled should be posted in all schools. This list should be kept up to date with new openings added as they occur. During the summer this list will be kept posted in the Board office and a copy sent to the WSOCIA president.

B. Administrative Decision

1. When the Superintendent of Schools or his/her designee believes that a transfer will be in the best interest of the schools affected, the Supervisor will be advised, in writing, of this decision as soon as possible.
2. No Supervisor shall be transferred involuntarily without a conference being held between the Supervisor and the Assistant Superintendent or the Superintendent of Schools.

- C.** If a principal believes that a transfer of a Supervisor will serve the best interests of the school, s/he may submit a written request through proper channels to the Assistant Superintendent. If such a transfer is to be made, the Supervisor of Curriculum will be advised in writing as much in advance as possible.

ARTICLE X
SUPERVISORS EVALUATION

A.

1. Supervisors, as professionals with expertise in their respective areas, recognize their responsibilities for constant improvement in the ongoing process of education and curriculum, and agree to pursue all goals which lead to the best educational interest for the students of the Wayne Public Schools.
2. To accomplish these ends, the Supervisors agree to outline short term and long term goals in consultation with the Superintendent or his/her designee.
3. Review and evaluation of these goals will be conducted mutually by the Supervisors and Superintendent or his/her designee. Implementation of these goals shall take place only upon mutual agreement of the Supervisors and the Superintendent or his/her designee.
4. All monitoring or observation of the work performance of a Supervisor shall be conducted openly and with full knowledge of the Supervisor, and shall be based upon the assessment needs and goals for each area.
5. As soon as possible the Supervisor shall be given a copy of any evaluation report prepared by his/her evaluators. The Supervisor shall acknowledge receipt of the evaluation. Prior to the evaluation being placed on file, the Supervisor shall be given the opportunity to confer with the evaluator and to sign the evaluation. The Supervisor may, within ten (10) working days, submit a written response to the evaluation which will be attached to the evaluation and made a part of the Supervisor's personnel file. Once the Supervisor has signed the report, and at

his/her option submitted a written response, there shall be no further additions, changes, amendments or revisions of the report.

B. Official files shall be maintained in accordance with the following procedures:

1. Administrators will be encouraged to place in the file information of a positive nature, indicating special competencies, achievements, performance or contributions of an academic, professional or civic nature.
2. No material derogatory to a Supervisor's conduct, service, character or personality shall be placed in his/her personnel file unless the Supervisor has had an opportunity to review the material. The Supervisor shall acknowledge that s/he had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Supervisor shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
3. Final evaluation of a Supervisor upon termination of his/her employment shall be concluded the calendar month prior to severance and no documents and/or material shall be placed in the personnel file of such Supervisor after severance or otherwise, other than in accordance with the procedure set forth in this Article.
4. Notwithstanding anything in this Section B to the contrary, the Board and/or the Superintendent may withhold from a Supervisor's file any documents or papers which may relate to legal matters pertinent to an official police investigation on the Federal, State or local level.

ARTICLE XI

SUPERVISORS ASSIGNMENT

- A. All returning Supervisors shall be given written notice of their salary schedules, class and/or tentative subject assignments for the forthcoming year by the end of the current school year.
- B. In the event that changes in such schedules, classes and/or subject assignments are proposed after the close of school in June, the WSOCIA and any Supervisors affected shall be notified promptly in writing and, upon the request of the Supervisors and the WSOCIA, the changes shall be promptly reviewed between the Superintendent or his/her representative and the Supervisors affected, and at his/her option a representative of the WSOCIA.
- C. Effective September 1, 2008, Supervisors may be assigned up to one (1) teaching class. An additional teaching assignment may be made where the Board's policy on class size is exceeded, the availability of advanced placement options is restricted, or an instructional course must be eliminated. If, and when the Board initiates a new program that impacts the scheduling of classes, and is implemented after the scheduling process has begun, and a teaching assignment is necessary and there are no other options available, the Supervisor would be offered the WEA rate to teach said class.
- D. In addition, every attempt shall be made to provide adequate desk, storage space, computer, and telephone access in each of the middle schools for use by the Supervisors.
- E. When a faculty meeting is called, it is expected that Supervisors should remain until the conclusion of the meeting except in cases of emergency.

- F. Supervisors agree to participate in curriculum development, and when such meetings extend beyond the normal working day, they shall be at times mutually agreed upon.
- G. Supervisors shall exercise a leadership role relative to their subject(s) in a maximum of up to four full days of inservice workshops every school year. Supervisors shall attend, administer, contribute to and/or present at these inservice workshops. At the Superintendent's discretion, these inservice workshops may be scheduled between the end of one school year and the beginning of the next school year. When inservice workshops are to be held during the summer, the dates shall be selected by mutual agreement between the Superintendent or his/her designee and the Supervisors involved. The dates shall be established as part of the Board's adoption of an annual school calendar, and the Supervisors shall be notified in writing of the dates and times as soon after adoption of the calendar as is practicable.
- H. Supervisors shall also exercise leadership in the development of curriculum on a grades 6-12 basis during inservice curriculum development projects during the school year and summer session. This shall include annual review of courses of study to facilitate articulation from one grade level to another in grades 6-12. The Supervisors will perform annual classroom observations of all staff members, in grades 6-12 in the discipline(s) encompassed by his/her department, who are eligible for their tenure appointment in order to assist the building principal(s) in his/her/their final evaluation.
- I. Effective September 1, 2008, Supervisors of Curriculum and Instruction, in their area of expertise, will observe, evaluate and assist in the Annual Teacher Evaluation (ATE) of HSPA teachers.

- J. Effective September 1, 2008, Supervisors of Curriculum and Instruction will assist in the observation and evaluation of the Preakness Academy teaching staff. This assistance will be limited to classroom observations and input into the Annual Teacher Evaluation (ATE). Supervisors of Curriculum and Instruction will share the Preakness Academy supervision responsibility according to their content expertise.
- K. Effective September 1, 2008, Supervisors of Curriculum and Instruction will evaluate and observe members of their department who are assigned to teach in the Freshman Seminar Program. They will ensure that the Freshman Seminar Curriculum is being followed, just as they ensure the delivery of curriculum in their respective content areas.
- L. If a Supervisor other than the High School Supervisor of Guidance is chosen by the Building Principal to be in charge of the Freshman Seminar, the Supervisor should be relieved of his/her classroom teaching assignment.

ARTICLE XII

SALARIES

The salaries of Supervisors shall be as set forth in Schedule A attached hereto and made a part hereof.

ARTICLE XIII

PAY PERIODS

- A. Supervisors shall be paid in twenty one (21) equal semi-monthly installments, beginning on August 30th.
- B. Supervisors who choose ~~to~~ utilize the services of the Passaic County Federal Teachers' Credit Union may elect automatic payroll deductions. The Board shall distribute these funds to the credit union no later than the 15th and 30th day of the month for which they were deducted. The WSOCIA agrees to indemnify and save the Board harmless from any claims or expenses raised against it including the reimbursement of reasonable attorney fees and cost of litigation pursuant to the Board of Education fulfilling its contractual obligation in accordance with the terms of this Article.
- C.
 - 1. Supervisors may individually elect to have ten percent (10%) of their semi-monthly salary installment withheld pursuant to the provisions of *N.J.S.A. 18A:29-3* as amended and the regulations promulgated thereunder. Any Supervisor electing ten percent (10%) withholding shall notify the Board in writing of his/her intent prior to the opening of school.
 - 2. At the time of election, the Supervisor shall choose to have the monies so withheld paid either as a lump sum on the last payday or installments after the end of the academic year but prior to September 1. Installment payments shall be made on a schedule to be determined by the Board.
 - 3. All monies withheld shall be paid to the employee or his/her estate upon the employee's termination of employment or death.

- D. When a pay day falls on or during a school holiday, vacation or weekend, Supervisors shall receive their pay checks on the last previous working day.
- E. Supervisors shall receive their final checks on the last working day in June.

ARTICLE XIV

SABBATICAL LEAVES

Instructional personnel who have served continuously and satisfactorily for at least seven (7) years in Wayne may be granted sabbatical leave under the following conditions:

- A. Sabbatical leaves may be granted for study at a properly accredited university or college.
- B. Sabbatical leaves may be approved for one-half (1/2) year at full pay or for a full year at one-half (1/2) pay. The successful applicant shall be allowed an amount not to exceed \$10.00 per day based on unused sick leave, accumulated in a seven (7) year period, determined at the rate of ten (10) days per year. This amount is to be used to defray tuition and fee costs required for study. This calculation shall not be construed to diminish the days of leave available to the successful applicant upon his/her return.
- C. The total number of approved sabbatical leaves shall not exceed one Supervisor in any one year except at the option of the Board upon special recommendation of the Superintendent.
- D. Personnel who have not had sabbatical leave in the Wayne School System shall be given preference over those who have.
- E. Evidence of satisfactory study or work must be filed with the Superintendent for inclusion with the individual's personnel record.
- F. All applications for sabbatical leave must be presented to the Superintendent no later than the first day of February of each year.
- G. Upon completion of said leave the staff member shall submit a written summary report to the Board of Education reviewing the highlights and benefits of the leave experience.

- H. Applicants must agree, in writing, to serve at least two (2) full academic years in the Wayne Schools following the leave or reimburse the Board of Education for the amount received while on leave, within two (2) calendar years from date of resignation.

ARTICLE XV

SICK AND PERSONAL LEAVE

- A. All Supervisors employed as of September 1 shall be entitled to twelve (12) sick days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be cumulative with no maximum limit in accordance with statutory provisions related thereto.
- B.
1. Employees shall be entitled to payment for one-half (1/2) of their unused accumulated sick leave days at the then current salary up to a maximum of one hundred (100) days, after ten (10) years of service in the Wayne School and only upon actual certified age service retirement pursuant to the Teachers' Pension and Annuity Fund. The maximum lump sum available to any retiree is eighteen thousand (\$18,000) dollars.
 2. In the event of death of an employee, this payment will be made to the employee's estate as long as the employee was eligible for the payment at the time of her/his death under the provisions of this paragraph.
- C. Bereavement leave as follows:
1. Spouse, child, grandchild, parent, grandparent, brother, sister, mother-in-law, father-in-law or any other member of your immediate household up to five (5) days.
 2. Relative outside the immediate family - two (2) days. "Relative" shall be defined as aunts, uncles, first cousins, or as a designated pallbearer.
 3. Friend or relative outside immediate family not listed above - one (1) day.

4. It is essential when calling these in to state the reason as death or funeral and identify the relationship.
5. These days must be called in to the secretary for substitutes.

D. Two (2) days are allotted for personal matters.

1. These might include:

family illness	house closings
legal business	household emergencies
weddings	graduations
other good cause	

2. Except in cases of emergency, in the interests of smooth building operation, every Supervisor shall inform his/her building principal of his/her intent to use a personal day. The Principal's approval shall not be unreasonably withheld.
3. Personal days should not be construed as vacation days.
4. Notify your immediate superior and the secretary for substitutes as soon as possible. Reasons for these two (2) days need not be given.
5. The following are to be discouraged:
 - a. Personal days before or after vacations or holidays.
 - b. Taking (1/2) days.
6. Unused personal days may be accumulated as sick days.

E. Family Illness Days

- 1 Supervisors shall be granted three (3) family illness days each year, subject to verification by the Board.
2. Family is defined as spouse, child, grandchild, parent, grandparent, brother, sister, mother-in-law, father-in-law or any other member of immediate household.

ARTICLE XVI

EXTENDED LEAVES OF ABSENCE

- A. The Board may, within its sole discretion, grant leaves of absence without pay upon the proper application and with the recommendation of the Superintendent.
- B. The Board may grant Maternity/Paternity leave without pay to any Supervisor upon request subject to the following stipulation and limitations:
 - 1. Any non-tenured Supervisor is entitled to a leave not to exceed the length of his/her contract.
 - 2.
 - a. Any tenured Supervisor who leaves at the close of the school year may receive a maximum of two (2) full years continuous leave.
 - b. Any tenured Supervisor who leaves during the school year may receive up to two (2) full years contiguous to the remainder of the school year in which s/he left.
 - 3. In either case the Supervisor must notify the Superintendent of Schools of the impending leave thirty (30) days prior to the onset of such leave, and submit verification of need, if requested. The Supervisor will also be required to inform the Superintendent of his/her return no later than April 1 prior to the September of his/her return.
 - 4. On short term leaves with stated dates, the employee shall return to work on the next working day following the leave termination day.
 - 5. Any Supervisor granted Maternity/Paternity leave shall at his/her request, unless the position has been eliminated by attrition, be offered a comparable position within his/her scope of certification.

- C. Any and all leaves granted pursuant to this Article shall be chargeable to the extent permitted by law to the Supervisor's leave entitlement pursuant to the Family Medical Leave Act 29 U.S.C.A. 2601 *et seq.* ("FMLA") and the New Jersey Family Leave Act, N.J.S.A. 34:11(B)-1, *et seq.* ("FLA").
- D. It is expressly understood by the parties that the Supervisor shall return to work for the Board at the conclusion of any leave taken pursuant to this Article. If the Supervisor does not return to work at the conclusion of any such leave, the Supervisor shall reimburse the Board for all health insurance premiums paid by the Board on behalf of the Supervisor during said leave. The Board will not attempt to recoup this payment, however, if the inability to return to work is due to the Supervisor of Curriculum and Instruction's own serious health condition or to other reasons beyond the Supervisor's control.

ARTICLE XVII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL DEVELOPMENT

- A. In our rapidly changing society the Supervisors must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of a Supervisor's performances and attitudes. The Board and the WSOCIA support the principle of continuing training of Supervisors and the improvement of instruction. The parties further agree that each Supervisor should fulfill the obligation of professional improvement in ways that best serve her/his department's problems, functions, interests, and needs. Effective September 1, 2008, each Supervisor will be granted up to One Thousand Two Hundred Dollars (\$1,200.00) for use in fulfilling his/her professional development goals. Additionally, Supervisors may mutually agreed to share their respective professional development monies with the permission of the Superintendent of Schools. None of this amount may be used to pay dues for the WSOCIA, PCEA, N.J.E.A. and/or N.E.A. Membership in other professional organizations or associations, attendance at conferences, workshops and conventions, and subscriptions to professional publications are examples of items eligible for reimbursement. All reimbursement requires the prior approval of the Superintendent of Schools consistent with the language in this Article.
- B. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in- service training sessions or other such sessions which a Supervisor is required or requested to attend by the Superintendent of Schools.

C. Tuition Reimbursement

1. a. Concurrent with the purpose of this Article as set forth in Section A, Supervisors shall be eligible for reimbursement of tuition as set forth below. A school year is defined as the period from July 1 through June 30.
- b. A total of \$5,200 (calculated at the rate of \$190 per credit x 9 credits annual maximum per person x 3 Supervisors) shall be available each year to fund tuition reimbursement requests from Supervisors. Reimbursement shall be limited to the cost of tuition and fees and shall not exceed a maximum of nine (9) credits per year at \$190 per credit, or \$1,710 per person per school year. There shall be no limit on the number of Supervisors who may apply for tuition reimbursement in a school year, but the Board shall have no obligation to pay tuition reimbursement in excess of the \$5,200 annual allotment for all unit members in the aggregate.
- c. To be eligible for tuition reimbursement under this Section (C) (1):
 - i. the Supervisor must obtain prior approval of the course from the Superintendent or his/her designee;
 - ii. the course must be a graduate course as described in Section (C) (2) below;
 - iii. the Supervisor must achieve a grade of "B" or better in the course; and
 - iv. the course must be directly related to the academic subject area(s) which the Supervisor supervises.
2. Under this Article, all graduate credits shall be acceptable provided that they are taken at an institution accredited by either of the following six regional associations

covering the United States and territories: New England Association of Colleges and Secondary Schools, Middle States Association of Colleges and Secondary Schools, Southern Association of Colleges and Secondary Schools, North Central Association of Colleges and Secondary Schools, Northwest Association of Secondary and Higher Schools, Western College Associates. In the event a Supervisor of Curriculum and Instruction wishes to pursue courses at a foreign college or university or at an institution not presently accredited by one of the above agencies, the Supervisor shall obtain prior approval of the Superintendent of Schools or his/her designee.

Internet, distance-learning, video or other nontraditional courses shall only be acceptable if such courses both (a) qualify for inclusion in an official transcript from a four-year college or university that is regionally accredited; and (b) meet the standards set forth herein:

- (1) The outcome of the course must be the same as traditional courses, i.e., individual student assessments and course outcome assessments.
- (2) Interaction must be extensive and must involve e-mail, conference/"course" rooms with asynchronous communication without time restrictions allowing students to post work to be critiqued by classmates, "course" chat rooms and online instructional tutors;
- (3) Class limits must be twenty (20) students or less.
- (4) Students must be required to produce work that equals or exceeds traditional course outcomes in both quantity and quality.

Approval of internet, distance learning, video or other non-traditional courses that do not meet the requirements of (a) and (b) as set forth above shall be within the exclusive discretion of the Superintendent of Schools or her/his designee.

3. All paperwork substantiating claims for tuition reimbursement shall be submitted as one package by the Supervisor to the Director of Human Resources. The package must include .a completed tuition reimbursement application form for each course claimed, the statement of costs (bill) and original canceled check or itemized, receipt cash voucher covering the tuition and itemized fees claimed in the application(s) and a transcript verifying successful course(s) completion and achievement of a grade of "B" or better.

ARTICLE XVIII

PROTECTION OF SUPERVISORS AND PROPERTY

- A. The Board shall reimburse the Supervisor for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of any injury suffered by a Supervisor while the Supervisor was acting in the discharge of his/her duties within the, scope of his/her employment.

- B.
 - 1. A Supervisor shall immediately report cases of injury suffered by him/her in connection. with his/her employment to his/her principal.

 - 2. The principal shall immediately forward the notice of the injury suffered by a Supervisor to the Superintendent.

ARTICLE XIX
INSURANCE PROTECTION

The Board and the WSOCIA agree that the insurance coverage hereinafter referred to shall be provided in the manner hereinafter set forth:

- A. Individual employee and family hospitalization and medical coverage, vision, dental and prescription coverage shall be provided, all premiums to be paid by the Board.
- B. Prescription Drug Plan. Effective July 1, 2008, \$20.00 co-pay for brand name, \$10.00 co-pay for generic/mail-in for individual employees and their families, if eligible. Co-payments cannot be claimed for reimbursement under Major Medical.
- C. Effective July 1, 2008, a deductible of \$250.00 per person and \$500.00 per family per year shall apply to all medical expenses payable under the insurance coverages described in paragraphs above.
- D. Effective July 1, 1998, employees shall be covered under the Wayne Select Plan, which shall include Preferred Provider Network ("PPO"), Blue Review and Green Spring Review shall be imposed on the health insurance plans offered by the Board to eligible employees and family members. The PPO provides a comprehensive major medical program with In Network and Out of Network benefits. Blue Review encompasses ancillary hospital and medical appropriateness review. Green Spring Review encompasses mental health and substance abuse pre-admission review and medical appropriateness review.
- E. Any employee who has dependent coverage through his or her spouse's employer (other than the Wayne Township Board of Education) may waive all insurance coverages from the Board and shall receive 50% of the single coverage costs. Payment shall be prorated

bi-monthly and will be added to the employee's payroll check. The employee shall, however, not be entitled to payment until the effective date of the enrollment change. Employees who elect this option will have the right to re-enroll for another coverage, should their family circumstances change. Re-enrollment is subject to the plan's requirements. The effective date of coverage is subject to the plan's requirements.

- F. At the request of the WSOCIA, the Board shall establish within thirty days of the date of this contract, a plan pursuant to Section 125 of the Internal Revenue Code (26 U.S.C. 125) for payment by the employee of the medical insurance premium cost and any other qualifying costs.
- G. In the event of a change of insurance carrier or carriers, the coverage provided by the carrier shall be at least as comprehensive and extensive as the initial coverage heretofore provided for, and shall be done with the approval of the WSOCIA.
- H. According to the attached Addendum 1, the Board of Education shall provide dental insurance under a UCR Fee Program for the individual employee or for the full family. The Board's maximum contribution shall be the amount required to be paid per year for employee only coverage and for super-composite coverage effective for June 30, 1999. An addendum to this paragraph shall be incorporated into this Agreement when the amounts required to be paid by the Board are determined.
- I. Usual and customary rates (UCR) for all coverage.
- J. The Board shall pay an additional Fifteen Thousand Dollars (\$15,000) premium for improved x-ray, laboratory, emergency room, and vision services.
- K. Independent and Dependent child coverage shall be provided in accordance with the applicable statutes and shall be consistent with that provided to the WEA.

Documentation of dependency and/or full-time college enrollment shall be furnished annually by all covered Supervisors.

ARTICLE XX
DEDUCTION FROM SALARY

A.

1. The Board agrees to deduct from the salaries of its Supervisors dues for the WSOCIA, the Passaic County Education Association, the New Jersey Education Association, and the National Education Association, as said Supervisor individually and voluntarily authorize the Board to deduct. Said deductions shall be made in compliance with State Law and the Rules and Regulations of the State Department of Education, and shall not be reimbursed by the Board from professional development moneys or otherwise. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the WSOCIA within two (2) school days of the 15th and 30th of each month for which the deductions were made. The WSOCIA treasurer shall disburse such monies to the appropriate association or associations.
2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. The Board agrees to continue to make such deductions from Supervisors' salaries as are presently being made for charitable organizations and agrees to entertain in the future any request by the WSOCIA to effect deductions from Supervisors' salaries for voluntary contribution to charitable organizations and educational institutions.

C. The WSOCIA agrees to indemnify and save the Board of Education harmless from any claims or expenses raised against it including the reimbursement or reasonable attorneys fees and cost of litigation pursuant to the Board of Education fulfilling its contractual obligations in accordance with the terms of this Article.

ARTICLE XXI

TRAVEL

All travel reimbursements must comply with *N.J.S.A.* 18A:11-12 and the New Jersey OMB Travel Regulations.

ARTICLE XXII

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The WSOCIA shall have, in each school, the use of a bulletin board in the faculty lounge or dining room, if available.
- B. The WSOCIA shall be allowed reasonable use of the school telephones and school mail facilities, provided, however, said use shall not include inflammatory or derogatory material. Disputes over this provision shall be resolved in expedited binding arbitration as provided by the rules of the Public Employment Relations Commission.
- C. The Board agrees to furnish to the WSOCIA, in response to requests, copies of documents generated and maintained by the Board as public documents. Copies of the agendas for all public Board meetings shall be sent to the WSOCIA president.
- D. The WSOCIA and its representatives shall have the privilege to use school buildings for WSOCIA meetings provided such use does not interfere with the operation of the school. The WSOCIA shall obtain a facility use permit from the Business Office or the prior approval of the building Principal, as may be appropriate, before using any school facility.

ARTICLE XXIII

PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a Supervisor is of no concern to the Board unless it directly interferes with his/her performance of his/her duties in the classroom or performing properly his/her assigned functions during the work day.
- B. A Supervisor's residence, age, race, color, religious beliefs, national origin, physical disability, political activity, marital status, family relationship, or sex, are not conditions for employment pay, retention, dismissal, demotion or promotion, provided that this provision shall not be construed to prevent implementation of statutory affirmative action principles.

ARTICLE XXIV

PROMOTIONS

- A. All vacancies in promotional positions shall be filled pursuant to the following procedure:
1. Such vacancies shall be adequately publicized, including a notice in every school (by posting, through the Superintendent's bulletin or otherwise) as far in advance of the date of filling such vacancy as possible (ordinarily at least thirty (30) days in advance, and in no event less than seven (7) days in advance.)
 2. Supervisors who desire to apply for such vacancies shall file their applications in writing with the Director of Human Resources within the time limit specified in the notice.
- B. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator-supervisory level, including, but not limited to, positions such as Assistant Superintendent, Principal, Vice Principal and Supervisor.
- C. Vacancies which arise during July and August shall be posted in the board office and notice thereof posted to the president of the WSOCIA. During July and August notices of promotional vacancies shall be sent by certified mail to the WSOCIA president at her/his home address or to someone s/he designates to receive it in her/his absence.

ARTICLE XXV

RECOGNITION OF EMPLOYEES

Employees of the Wayne Board of Education completing their service after fifteen (15) years in Wayne shall be awarded five hundred dollars (\$500.00) in recognition of services rendered upon actual age service retirement as defined by the Teachers' Pension and Annuity Fund.

ARTICLE XXVI
REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the WSOCIA during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the WSOCIA for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the WSOCIA as majority representatives.

B. Notification and Amount of Fee

Prior to the beginning of each membership year, the WSOCIA will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charges by the WSOCIA to its own members for that membership year. The representation fee to be paid by nonmembers will be up to 85% of that amount.

C. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

1. Ten (10) days after receipt of the aforesaid list by the Board; or
2. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten

(10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

a. Termination of Contract

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the WSOCIA has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

b. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the WSOCIA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the WSOCIA.

3. Changes

The WSOCIA will notify the Board in writing of any changes in the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

4. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the WSOCIA, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

D. The WSOCIA agrees to indemnify and save the Board of Education harmless from any claims or expenses raised against it including the reimbursement of reasonable attorneys fee and cost of litigation pursuant to the Board of Education fulfilling its contractual obligations in accordance with the terms of this Article.

ARTICLE XXVII

MISCELLANEOUS PROVISIONS

- A. If any provisions 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 applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual Supervisor hereafter executed shall be subject to, and consistent with, the terms and conditions of this Agreement. If an individual contract hereafter executed contains any language inconsistent with this Agreement, the Agreement, during its duration, shall be controlling.
- C. The failure of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right.
- D. This Agreement shall not be modified in whole or in part by the parties except by a written instrument duly executed by both parties.

ARTICLE XXVIII

DURATION OF AGREEMENT

This Agreement shall be for a period of three years, commencing July 1, 2011 and ending June 30, 2014.

ARTICLE XXIX
REPRESENTATIONS

The Board represents that the making and execution of this Agreement has been authorized by the Board at a regular public meeting of the Board held on the _____ day of _____ 2012.

The WSOCIA represents that the making and execution of the Agreement was authorized by its membership at a meeting of the WSOCIA held on the _____ day of _____ 2012.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and the corporate seals to be placed hereon, all on the day and yeas above written.

THE WAYNE SUPERVISORS
OF CURRICULUM AND
INSTRUCTION ASSOCIATION

By: _____

Fred Vafaie
FRED VAF AIE
President

WAYNE TOWNSHIP BOARD
OF EDUCATION

By: _____

Donald Pavlak
DONALD PAVLAK
President

WITNESS

By: _____

Carmine Picardo
Carmine Picardo

WITNESS

By: _____

Juanita Petty
JUANITA PETTY
Business Administrator/
Board Secretary

Date: _____

1/12/12

Date: _____

1/26/12

SCHEDULE A
SALARY GUIDES

Step	2011-2012	2012-2013	2013-2014
1	102,810	104,531	106,732
2	105,810	107,031	108,732
3	109,180	110,031	111,232
4	112,550	113,531	114,232
5	115,920	117,031	117,922
6	119,290	120,531	121,612
7	122,660	124,031	125,302
8	126,030	127,531	128,992
9	129,400	131,031	132,682

BEDSIDE (home instruction)

\$24 per period for the 2011-2014 school years.

LONGEVITY

Effective July 1, 2008, upon the completion of seven (7) academic years of service as a Supervisor in the Wayne School District or, if applicable, the completion of sixteen (16) academic years of service in the Wayne School District with at least (1) academic year on the top step of the Wayne Supervisors of Curriculum and Instruction's Guide, the Supervisor shall be entitled to a payment of \$2,000.

Effective July 1, 2008, upon the completion of ten (10) academic years of service as a Supervisor in the Wayne School District or, if applicable, the completion of twenty (20) academic years of service in the Wayne School District with at least four (4) academic years on the top step of the Guide, the Supervisor shall be entitled to an additional One Thousand Dollars (\$1,000.00) for a total of Three Thousand Dollars (\$3,000.00) in longevity.

Memorandum of Agreement

Wayne School District Board of Education

and

Wayne Supervisors of Curriculum & Instruction Association

The above-captioned parties, having reached a tentative settlement for a successor Collective Bargaining Agreement as set forth below, shall recommend the terms of this memorandum through their respective bargaining committees to the full Board of Education and the Association's general membership, and this memorandum shall be subject to ratification by the Board and the Association's general membership.

1. Length of Agreement: Three (3) years: July 1, 2011 through June 30, 2014.
This Agreement shall cover all current, retired, and resigned employees with all changes retroactive to July 1, 2011, unless otherwise noted.
2. All terms and conditions of employment as listed in the 2008-2011 contract shall remain unchanged except as expressly modified herein.
3. All dates involving the length of the contract shall be modified to conform to the duration of this agreement.
4. The salary guides shall be per attached for years 2011-2012 through 2013-2014 as initialed.
5. There are no other tentative agreements reached and signed during these negotiations.

12/20/11
JH
JB
F.V.
AH
BR

6. The District will adjust all employees in guide, step and increment within thirty (30) days of ratification of this agreement. All retroactive payments owed to employees will be paid to all employees within thirty (30) days of ratification of this agreement.

7. A duplicate of this Memorandum has been furnished to and received by the representatives of the parties.

Date: 12/20/11

For the Board of Education:

Jim B. Hutchins
MB

For the Association:

Fred Vafar
David A. ...
Ann ...

Year 1

2011-12 Wayne Department Heads

Step	Salary	Staff	Cost	Incr.	Incr. Cost	\$ Raise
1	102,810	-	-	3,000	-	4,810
2	105,810	1	105,810	3,370	3,370	-
3	109,180	-	-	3,370	-	-
4	112,550	-	-	3,370	-	4,720
5	115,920	-	-	3,370	-	-
6	119,290	2	238,580	3,370	6,740	-
7	122,660	-	-	3,370	-	-
8	126,030	-	-	3,370	-	-
5=9	129,400	7	905,801	2,000	28,201	2,000
Total		10.00	1,250,192		38,311	
		2010-11	1,215,200		3.06%	
		Difference	34,992			
		% Increase	2.88%		25,004	

Wayne Supervisors of Curriculum and Instruction Association

Fred Vafaric

Carol Guerbach

[Signature]

Jan B. Hutchins

Carrie Acosta

Year 2
2012-13 Wayne Department Heads

Step	Salary	Staff	Cost	Incr.	Incr. Cost	\$ Raise
1	104,531		-	2,500	-	-
2	107,031	-	-	3,000	-	4,220
3	110,031	1	110,031	3,500	3,500	-
4	113,531	-	-	3,500	-	-
5	117,031	-	-	3,500	-	-
6	120,531	-	-	3,500	-	4,740
7	124,031	2	248,061	3,500	7,000	-
8	127,531	-	-	3,500	-	-
9	131,031	7	917,214	1,630	11,413	1,630
Total		10.00	1,275,306		21,913	
			2011-12			1.72%
			Difference			
				25,114		
			% Increase			25,004
						2.01%

Fred Vigneri

Lauri Auerbach

[Signature]

Jan B. Hutchins
Caro Scarbo