

AGREEMENT  
BETWEEN  
THE WAYNE DEPARTMENT CHAIRPERSON ASSOCIATION  
AND  
THE WAYNE BOARD OF EDUCATION  
FOR THE SCHOOL YEARS

2005-2006

2006-2007

2007-2008

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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 \_\_\_\_\_, 2005, and in accordance with a Memorandum of Agreement dated the 14th of July, 2005, 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 Department Chairperson Association of the Township of Wayne, County of Passaic and State of New Jersey, hereinafter called the "WDCA".

WHEREAS, the Board and the WDCA 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 WDCA have reached agreement as to the terms and conditions of employment for the school years 2005-2006, 2006-2007, 2007-2008;

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

ARTICLE I  
RECOGNITION

- A. The Board recognizes the WDCA as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all of the contracted certificated department chairpersons employed by the Board, including persons on leave of absence.

ARTICLE II  
NEGOTIATIONS OF SUCCESSOR AGREEMENT

- A. The Board and the WDCA agree to enter into collective negotiations in good faith on all matters related to terms and conditions of department chairperson employment. Any changes or additions affecting the terms and conditions of department chairperson employment will be negotiated with the WDCA.
- B. Any agreement reached as a result of negotiations shall be reduced to writing, signed by the Board and the WDCA, 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 WDCA 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 WDCA shall present relevant data, exchange points of view, and present such other proposals and counter-proposals.  
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 department chairpersons through procedures under which the Board and its department chairpersons are afforded adequate opportunity to dispose of their differences.

B. Definitions

1. A grievance is a complaint by any department chairperson, group of department chairpersons, or the WDCA, 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 department chairperson filing a grievance.

4. "Party in Interest" shall mean the Professional Rights and Responsibilities Committee (PR&R) of the WDCA and any party or parties aggrieved.

5. "Professional Rights and Responsibilities Committee" (PR&R) is the committee created and constituted by the WDCA to administer this procedure on behalf of the WDCA.

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 persons 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 WDCA 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 1, 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 WDCA. 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 department chairperson 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 department chairperson.
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 E, 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 E, 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 department chairperson 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 WDCA. In any event, after the grievance is submitted in writing, the WDCA 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. WDCA representatives may, upon request and approval, be granted

release time of reasonable duration during the school day to meet with aggrieved department chairpersons 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 WDCA 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 department chairperson'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 department chairperson 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 chairperson initiating the grievance is not satisfied with the written decision at Stage 1 and wishes to proceed further under this grievance procedure, the chairperson 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 department chairperson and the PR&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 department chairperson initiating the grievance is not satisfied with the written decision at Stage 2 and wishes to proceed further under this grievance procedure, the department chairperson 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 department chairperson 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 department chairperson 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 department chairperson 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 WDCA 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 WDCA. All other costs related to arbitration, such as the payment for legal services, shall be paid for by the respective parties.

## ARTICLE V

### DEPARTMENT CHAIRPERSON RIGHTS

- A. Nothing contained in this Agreement shall be construed to deny or restrict to any department chairperson or the Board such rights as they may have under New Jersey School Laws or other applicable laws and regulations. The rights of department chairpersons and the Board hereunder shall be deemed to be in addition to those provided elsewhere.
- B. Whenever any department chairperson 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 department chairperson 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 WDCA 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 department chairperson, without the representation of WDCA 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 department chairperson or affect his/her salary.
- C.
  - 1. All department chairpersons 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 department chairperson 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 department chairperson's increment unless that department chairperson 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 department chairperson 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 department chairperson 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 WDCA 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 WDCA and the Board agree to form a Liaison Committee to discuss department chairperson teaching loads and other issues of mutual concern. This Liaison Committee shall consist of one Board Member, one Department Chairperson 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 department chairpersons shall not exceed 194 days. This shall consist of the teachers' contractual work year plus eight (8) days during the period from July 1 to August 31. Of these eight (8) days, two (2) will be paid as an additional stipend at  $1/200^{\text{th}}$  of their annual salary for each day. Payment for these two (2) days will be made on August 30. On those eight (8) days, the department chairpersons shall perform assigned department chairperson responsibilities. Such days may be non-consecutive, but shall be scheduled by the building principal following consultation with the department chairperson(s) involved. In addition, within the confines of the department chairpersons regular work year, department chairpersons shall work on any in-service days scheduled between July 1 and August 31 for teachers. Department chairpersons shall be given as much advance notice of these days as is practicable.

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

- B. Department chairpersons are primarily managerial employees and, as such, are expected to work beyond the confines of the teachers' contractual work day. Generally speaking, department chairpersons 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 department chairperson 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 department chairpersons' job description(s). The parties acknowledge that the department chairpersons' 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 department chairpersons to indicate their presence by placing their initials next to their names on the attendance list in the school. Department chairpersons 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. Department chairpersons shall be permitted to make coffee or tea with appliances approved by the Board in the faculty lounge or department offices.
- E. Department chairpersons 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. Department chairpersons may be assigned to cover classes at the principal' s directive. If a department chairperson is assigned to cover a class, s/he shall be paid the following amount for each period of coverage: \$27.00.

## ARTICLE IX

### DEPARTMENT CHAIRPERSON TRANSFER PROCEDURES

- A. Request
  - 1. A department chairperson 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 department chairperson, the Superintendent or his/her designee will furnish to the department chairperson 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 WDCA 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 department chairperson will be advised, in writing, of this decision as soon as possible.
  - 2. No department chairperson shall be transferred involuntarily without a conference being held between the department chairperson and the Assistant Superintendent or the Superintendent of Schools.
- C. If a principal believes that a transfer or a department chairperson 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 department chairperson will be advised in writing as much in advance as possible.

ARTICLE X  
DEPARTMENT CHAIRPERSON EVALUATION

A.

1. Chairpersons 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 chairpersons 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 chairpersons and Superintendent or his/her designee. Implementation of these goals shall take place only upon mutual agreement of the chairpersons and the Superintendent or his/her designee.
4. All monitoring or observation of the work performance of a chairperson shall be conducted openly and with full knowledge of the chairperson, and shall be based upon the assessment needs and goals for each area.
5. As soon as possible the chairperson shall be given a copy of any evaluation report prepared by his/her evaluators. The chairperson shall acknowledge receipt of the evaluation. Prior to the evaluation being placed on file, the chairperson shall be given the opportunity to confer with the evaluator and to sign the evaluation. The chairperson 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 chairperson' s personnel file. Once the chairperson 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 chairperson' s conduct, service, character or personality shall be placed in his/her personnel file unless the chairperson has had an opportunity to review the material. The chairperson 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 chairperson shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent of his/her designee and attached to the file copy.

3. Final evaluation of a department chairperson 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 department chairperson, 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 department chairperson' 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

### DEPARTMENT CHAIRPERSON ASSIGNMENT

- A. All returning department chairpersons 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 WDCA and any department chairperson affected shall be notified promptly in writing and, upon the request of the department chairperson and the WDCA, the changes shall be promptly reviewed between the Superintendent or his/her representative and the department chairperson affected, and at his/her option a representative of the WDCA.
- C. Effective September 1, 2005, department chairpersons shall be assigned one (1) teaching assignment each year. Additional teaching assignments may be made where the Board' s policy on class size is exceeded, the availability of advance placement options is restricted, an instructional class must be eliminated or where the Board is required to assign more than two (2) sixth teaching periods to maintain one teaching assignment for all department chairpersons.
- 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 department chairpersons.
- E. When a faculty meeting is called, it is expected that department chairpersons should remain until the conclusion of the meeting except in cases of emergency.
- F. Department chairpersons 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. Department chairpersons 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. Department chairpersons 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 department chairpersons involved. The dates shall be established as part

of the Board' s adoption of an annual school calendar, and the department chairpersons shall be notified in writing of the dates and times as soon after adoption of the calendar as is practicable.

- H. Department chairpersons 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 department chairpersons 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.

ARTICLE XII  
SALARIES

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



ARTICLE XIII  
PAY PERIODS

- A. Department chairpersons shall be paid in twenty one (21) equal semi-monthly installments, beginning on August 30<sup>th</sup>.
- B. Chairpersons 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 15<sup>th</sup> and 30<sup>th</sup> day of the month for which they were deducted. The WDCA 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. Chairpersons 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 chairperson 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 chairperson 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, chairpersons shall receive their pay checks on the last previous working day.
- E. Chairpersons 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 department chairperson 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 department chairpersons 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 department chairperson 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. Department chairpersons 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 department chairperson upon request subject to the following stipulation and limitations:
  - 1. Any non-tenured department chairperson is entitled to a leave not to exceed the length of his/her contract.
  - 2.
    - a. A tenured department chairperson who leaves at the close of the school year may receive a maximum of two (2) full years continuous leave.
    - b. Any tenured department chairperson 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 department chairperson 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 department chairperson 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 department chairperson 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 department chairperson'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 department chairperson shall return to work for the Board at the conclusion of any leave taken pursuant to this Article. If the department chairperson does not return to work at the conclusion of any such leave, the department chairperson shall reimburse the Board for all health insurance premiums paid by the Board on behalf of the department chairpersons during said leave. The Board will not attempt to recoup this

payment, however, if the inability to return to work is due to the department chairperson' s own serious health condition or to other reasons beyond the department chairperson' s control.

## ARTICLE XVI

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL DEVELOPMENT

- A. In our rapidly changing society the department chairperson 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 department chairperson's performances and attitudes. The Board and the WDCA support the principle of continuing training of department chairpersons and the improvement of instruction. The parties further agree that each department chairperson should fulfill the obligation of professional improvement in ways that best serve her/his department's problems, functions, interests, and needs. The Board agrees to reimburse each department chairperson up to \$500.00 to fulfill his/her obligation of professional improvement in ways that best serve her/his department's problems, functions, interests, and needs. However, this \$500.00 may not be used to pay dues for the W.D.C.A., P.C.E.A., N.J.E.A. and/or N.E.A. Membership in professional organizations or associations, attendance at conferences, workshops and conventions, and subscriptions to professional publications are examples of items eligible for reimbursement. This reimbursement requires the approval of the Superintendent of Schools consistent with the language in this Article. Each department chairperson may be reimbursed up to an additional \$700.00 for attendance at a conference within the department chairperson's subject matter. In order to qualify for such reimbursement, the department chairperson must seek and obtain prior approval to attend the conference from the Superintendent or his designee.
- 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 department chairperson 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, department chairpersons 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 persons) shall be available each year to fund tuition reimbursement requests from department chairpersons. 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 department chairpersons 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 department chairperson 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 department chairperson 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 department chairperson 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 department chairperson wishes to pursue courses at a foreign college or university or at an institution not presently accredited by one of the above agencies, the department chairperson 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 department chairperson 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 DEPARTMENT CHAIRPERSONS AND PROPERTY

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

ARTICLE XIX  
INSURANCE PROTECTION

The Board and the WDCA 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; all premiums to be paid by the Board. See Addenda 1, 2, and 3.
- B. Prescription Drug Plan. Effective July 1, 2005, \$15 co-pay for brand name and \$5 co-pay for generic/mail-in for individual employees and their families, if eligible. Effective July 1, 2006, \$15 co-pay for brand name, \$10 co-pay for generic and \$5 co-pay for mail-in for individual employees and their families, if eligible. Co-payments cannot be claimed for reimbursement under Major Medical.
- C. Effective July 1, 1998, a deductible of \$200 per person and \$400 per family per year shall apply to all medical expenses payable under the insurance coverages described in paragraphs 1, 2, 3 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 WDCA, 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 WDCA.
  - 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. All dependent child coverage shall end on the dependent child' s twentyfirst (21<sup>st</sup>) birthday, except that coverage shall not end until the dependent child' s twenty-third (23<sup>rd</sup>) birthday if the dependent child is enrolled in college full-time. Documentation of dependency and/or full-time college enrollment shall be furnished annually by all covered persons.
  - L. If and when the Wayne Education Association and the Board make changes to the maximum age of dependent child coverage in the collective negotiations agreement between those parties, the same change will be applied to this Agreement.

ARTICLE XX  
DEDUCTION FROM SALARY

- A.
1. The Board agrees to deduct from the salaries of its department chairpersons dues for the WDCA, the Passaic County Education Association, the New Jersey Education Association, and the National Education, as said department chairpersons 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 WDCA within two (2) school days of the 15<sup>th</sup> and 30<sup>th</sup> of each month for which the deductions were made. The WDCA 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 department chairperson' s salaries as are presently being made for charitable organizations and agrees to entertain in the future any request by the WDCA to effect deductions from department chairperson' s salaries for voluntary contribution to charitable organizations and educational institutions.
- C. The WDCA 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

Department chairpersons who must use their automobiles in the course of their job shall be reimbursed at the prevailing IRS rate.

## ARTICLE XXII

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The WDCA shall have, in each school, the use of a bulletin board in the faculty lounge or dining room, if available.
- B. The WDCA 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 WDCA, 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 WDCA president.
- D. The WDCA and its representatives shall have the privilege to use school buildings for WDCA meetings provided such use does not interfere with the operation of the school. The WDCA 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 department chairperson 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 department chairperson' 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. Department chairpersons 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 WDCA. During July and August notices of promotional vacancies shall be sent by certified mail to the WDCA 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 WDCA 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 WDCA for that membership year. The purpose of this fee will be to offset the employee' s per capita cost of services rendered by th WDCA as majority representatives.

B. Notification and Amount of Fee

Prior to the beginning of each membership year, the WDCA will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charges by the WDCA 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 nonbargaining 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 WDCA 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 WDCA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the WDCA.

3. Changes

The WDCA 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 WDCA, 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 WDCA 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 department chairperson 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, 2005 and ending June 30, 2008.

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 \_\_\_\_\_, 2005.

The WDCA represents that the making and execution of the Agreement was authorized by its membership at a meeting of the WDCA held on the \_\_\_\_ day of \_\_\_\_\_, 2005.

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 year above written.

WAYNE DEPARTMENT CHAIRPERSON  
ASSOCIATION

WAYNE TOWNSHIP BOARD OF  
EDUCATION

By: \_\_\_\_\_  
John Gross  
President

By: \_\_\_\_\_  
Ann Mary O' Rourke  
President

WITNESS  
  
\_\_\_\_\_

WITNESS  
  
\_\_\_\_\_  
Gary Ottman  
Business Administrator/  
Board Secretary

Date:

Date:

SCHEDULE A  
SALARY GUIDES

<u>Step</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	93,129	94,890	98,000
2	94,340	96,788	100,600
3	95,554	98,724	103,120
4	99,806	99,976	105,695
5	105,640	110,360	114,000

Effective July 1, 2005, a 4.5% increase, inclusive of increment.  
 Effective July 1, 2006, a 4.5% increase, inclusive of increment.  
 Effective July 1, 2007, a 4.5% increase, inclusive of increment.

BEDSIDE (home instruction)

\$24 per period for the 2005-2006, 2006-2007, and 2007-2008 school years.

LONGEVITY

Effective July 1, 2005, upon the completion of seven (7) academic years of service as a Department Chairperson 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 Department Chairperson' s Guide, a chairperson shall be entitled to a payment of \$2,500.

STIPEND

The Grade 9 through 12 Mathematics Department Chairperson whose responsibilities include both high schools shall receive an annual stipend of \$7,500 for so long as the duties and responsibilities of such position remain the same. This stipend shall be pensionable, but shall not be added to the WDC' s base salary for the purpose of calculating future salary increases.