

AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
TOWNSHIP OF WAYNE
PASSAIC COUNTY, NEW JERSEY
and
THE WAYNE EDUCATION ASSOCIATION
TOWNSHIP OF WAYNE
PASSAIC COUNTY, NEW JERSEY
for
June 26, 2011
through
June 30, 2014

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PREAMBLE

This Agreement, made in the Township of Wayne, Passaic County, New Jersey on this 25th day of June, 2011, by and between the Board of Education of the Township of Wayne in the County of Passaic, New Jersey, hereinafter called the "Board", and the Wayne Education Association of the Township of Wayne, hereinafter called the "WEA".

WHEREAS, the Board and the WEA 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; and

WHEREAS, the Board and the WEA have reached agreement as to the terms and conditions of employment for June 26, 2011 through June 30, 2014.

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

ARTICLE I
RECOGNITION

The Board recognizes the WEA as the exclusive and sole representative for collective negotiations concerning terms, and conditions of employment for all contracted certificated personnel employed by the Board, including Psychologists, E.S.L. and B.S.I.P. teachers and including persons on leave of absence, nurses, licensed practical nurses ("LPNs"), bedside instructors, and driver education teachers, and including school health aides and all secretaries and clerks listed in Appendix A but excluding assistant superintendents, Director of Human Resources, Coordinator of special services, supervisors, coordinators, department chairpersons, principals, vice principals, athletic directors, summer school teachers, and supplemental instructors, Administrative Assistant to the Superintendent, Administrative Assistant, Office of the Superintendent, Administrative Assistant to Assistant Superintendents, Administrative Assistant to School Business Administrator-Board Secretary, Administrative Assistant to the Assistant Business Administrator, Data Processing Supervisor, Accounts Supervisor, Administrative Assistant to Director of Human Resources.

The term "teacher" shall hereinafter refer to all professional employees represented by the WEA.

The term "employee" shall refer to all personnel, certificated and non-certificated, represented by the WEA.

ARTICLE II
NEGOTIATIONS OF SUCCESSOR AGREEMENT

- A. The Board and the WEA agree to enter into collective negotiations in good faith on all matters related to terms and conditions of employment. Any changes or additions

affecting the terms and conditions of employment will first be negotiated to agreement with the WEA.

Any agreement as a result of negotiations shall be reduced to writing, signed by the Board and the WEA, and be approved by the Board.

Negotiations of the terms and conditions of employment for the school year 2014-2015 shall begin on or after November 1, 2013, but in no event later than November 15, 2013.

The WEA 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 negotiating session. Proposals for ground rules shall be exchanged at the same time contract proposals are exchanged. During negotiations, the Board and the WEA shall present relevant data, exchange points of view and present such other proposals and counter proposals as may be conducive to agreement. 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.

During negotiations, any salary increase agreed to by the parties shall be inclusive of increment and of monies necessary to implement any agreed upon increase in longevity.

ARTICLE III

GRIEVANCE PROCEDURES

A. DECLARATION OF GRIEVANCE

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

B. DEFINITIONS

1. A grievance is a complaint by any employee, group of employees or the WEA, that there has been an arbitrary or improper interpretation, application or violation of this Agreement, Board policy, or administrative decision affecting terms and conditions of employment.
2. The "immediate superior" shall mean the person so designed by the organization chart.
 - a. Appropriate supervisor, except those represented by WEA.
 - b. Building Principal.
 - c. Appropriate Director.
 - d. Superintendent of Schools or her/his designee.

3. The "aggrieved party" shall mean any employee filing a grievance.
4. "Party in Interest" shall mean the Professional Rights and Responsibilities Committee (PR&R) of the WEA and any party or parties aggrieved.
5. "Professional Rights and Responsibilities Committee" (PR&R) is the committee created and constituted by the WEA to administer this procedure on behalf of the WEA.
6. "Hearing Officer" shall mean the Board or any individual charged with the duty of rendering decisions under the grievance procedure. At the formal levels of the grievance procedure, the hearing officer shall not be the individual against whom the grievance is directed.
7. "Days" shall mean school teaching days for teachers and school work days for office personnel.

C. PROCEDURES

1. All grievances shall include the name and position of the aggrieved party, the identity of the said grievance as defined in 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 Stage A.1., all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefor. 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 WEA 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 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, to testify and to call witnesses on her/his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of the grievance procedure.

6. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the PR&R or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
7. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations and other necessary documents will be jointly developed by the Board and the WEA. The Superintendent of Schools shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
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 employee 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 teacher.
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 Stage I.a. and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings under Stages 2, 3 and 4. A copy of such minutes will be made available to the aggrieved party and the PR&R Committee within five (5) days after the conclusion of hearings at Stages 2, 3 and 4. 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 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) days unless mutually agreed to be extended, but shall not become a public record.
10. An aggrieved employee may be represented at all stages of the grievance procedure by herself/himself or, at her/his option, by a representative selected or approved by the WEA. In any event, after the grievance is submitted in writing, the WEA shall have the right to be 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. WEA representatives may, upon request and approval, be granted release time of reasonable duration during the school day to meet with aggrieved employees or to

participate in 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 WEA to the person at the level of its present stage.
14. Grievances at the Superintendent and/or Board level shall be the same as those heard at the lowest level, or that grievance may be, by mutual agreement, withdrawn and resubmitted.

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 party and the Supervisor at that stage.
2. If a decision at one stage is not appealed to the next stage 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 procedure to communicate a decision to the aggrieved party, her/his 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 for ten-month employees 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 an employee's immediate superior within twenty-five (25) school days from the date the alleged grievance occurred shall not be entitled to consideration under this grievance procedure and the aggrieved party shall be unconditionally barred from relief thereunder.

E. STAGES

1. a. An employee having a grievance will discuss it with her/his immediate superior with the objective of resolving the matter informally.
- b. Should a grievance not be settled on an informal basis, it shall be reduced to writing by both parties and submitted at the next step.

Stage 2: Superintendent of Schools or her/his designee.

2. a. If the employee initiating the grievance and/or the WEA is not satisfied and wishes to proceed further under this grievance procedure, the employee and/or the WEA shall, within ten (10) days after the conference, file the grievance with the Superintendent of Schools. The decision at this stage and subsequent stages shall be forwarded, along with other appropriate documents, to the PR&R.
- b. Within ten (10) days after receipt of the appeal, the Superintendent of Schools or her/his duly authorized representative shall hold a hearing with the employee and the PR&R or its representative and all other parties in interest.
- c. The Superintendent of Schools shall render a written decision within ten (10) days after the conclusion of the hearing.

Stage 3: Board of Education

3. a. If the employee initiating the grievance and/or the WEA is not satisfied with the written decision at Stage 2 and wishes to proceed further under this grievance procedure, the employee and/or the WEA shall, within ten (10) days after 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 employee and the PR&R 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 employee is dissatisfied with the determination of the Board of Education, she/he may with prior written approval of the PR&R request that her/his grievance be submitted to arbitration. A request for arbitration shall be made within ten (10) days of the Board's determination. The aggrieved employee 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 WEA 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 a list of arbitrators may be made from P.E.R.C. by either party. The parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of an arbitrator.
- C. The arbitrator so selected shall limit herself/himself to the issues submitted to her/him and shall consider nothing else. She/he can add nothing to nor 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 dispute.
- E. The decision of the arbitrator regarding the violation, interpretation or application of this Agreement shall be final and binding on both parties in all matters except those dealing with class size, promotions, transfers and nonrenewal of nontenure contracts which shall be subject to advisory arbitration.
- 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 WEA. All other costs related to arbitration, such as the payment for legal services shall be paid for by the respective parties.

ARTICLE V

MANAGEMENT'S RIGHTS

Except as limited by existing law and the terms of this Agreement, the Board reserves to itself sole jurisdiction and authority:

- A. to direct employees of the school district;
- B. 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;
- C. to relieve employees from duty because of lack of work or for other legitimate reasons;
- D. to maintain efficiency of the school district operations entrusted to them;
- E. to determine the methods, means and personnel by which such operations are to be conducted; and

- F. take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE VI

TEACHING HOURS/OFFICE PERSONNEL PROCEDURES

Teaching Hours

Teachers shall continue to voluntarily perform their assumed responsibilities concerning the safety and academic services to the students involving time beyond the normal working day.

- A. 1. The Board recognizes that teachers are entitled to receive time and work schedules upon which they can rely. Such schedules should be evenly and fairly maintained to the extent that it is possible to do so.

2. a. The teachers work day shall not exceed:

7 hours and 20 minutes on the senior high school level;

7 hours and 20 minutes on the middle school level; and

6 hours and 55 minutes on the elementary school level.

- b. Effective July 1, 2005, ten (10) minutes of pupil contact time shall be added to the elementary school day within the teacher's work day as set forth in Article VI(A)(2)(a) above.

- c. i) Specific arrival and departure times of all teachers shall be determined by the administration, but the length of the school day shall not be changed unless it is negotiated to agreement with the WEA.

- ii) The ten (10) additional minutes which have been added to the middle school and high school day are in order to provide for an eight (8) period schedule at the high school, and a nine (9) period schedule at the middle school. The additional periods shall be utilized for curriculum development work or such other purposes or assignments as may be described in this provision. This period will not involve any pupil contact time, nor will it involve any assignments which need to be continued or completed after the school day. If such an assignment is made, work time outside the regularly scheduled school day will be paid at the appropriate curriculum rate.

- iii) Administration may use approximately one-half of the additional periods available for school-wide curriculum assignments or such other purposes or assignments as may be described in this

provision. The remaining periods shall be available to the teachers for the development of their individual professional curriculum (i.e. the revision of old materials and the development of new materials which will be used in the classroom.) The Administration reserves the right to make periodic review for this curriculum period.

iv) The Board shall implement the nine (9) period schedule at the middle schools starting with the 2000-2001 school year.

A. For the 2000-2001 school year, the Board agrees that its half of the curriculum periods for the year shall not be used for any coordinated curriculum projects or assignments. Instead, these periods shall be dedicated, to the extent practicable and appropriate, primarily to use for team planning by middle school teachers who are involved in the middle school team program. Under this arrangement, team planning will be scheduled during middle school teachers' duty periods only if necessary. Furthermore, under this arrangement, any of the Board's half of the curriculum periods for the year which are not used for team planning, including those for middle school teachers not involved in the middle school team program (e.g., 8th grade teachers, physical education teachers, etc.) shall next be dedicated to use for the other meetings (e.g., Principals' meetings, department meetings, etc.) and functions (e.g., parent conferences, analysis of test scores) as may be directed by the Principal or appropriate to each teacher's assignment. Any of the Board's half of the curriculum periods for the year which are not used, under this arrangement, for team planning or other meetings or functions directed by the Principal shall be used by each middle school teacher for curriculum work of his/her own choosing.

B. The length of the middle school teacher work day shall not be increased from its current length in order to implement the nine (9) period daily schedule. However, the Board retains the right to increase the length of the middle school work day as described in Article VI(A)(2) of this Agreement. The length of teachers' unassigned time in between the time they are required to report to their buildings to the time they are required to report to their first daily assignment shall be reduced from its current level in order to implement the nine (9) period daily schedule.

- C. Although the Board's implementation of the nine (9) period daily schedule' of the middle school contemplates the employment of cafeteria/ playground aides, rather than teachers to supervise students during their lunch periods, in anticipation of circumstances where cafeteria/playground aides will be absent and no substitute cafeteria/ playground aides are available to cover those absences, the assignment of middle school teachers to cafeteria and playground supervision may be made pursuant to Article VI(F) of this Agreement.
- D. For as long as the nine (9) period daily schedule remains in effect at its middle schools, the Board retains discretion to determine, on a year-to-year basis, whether its half of the curriculum periods for the year shall be used at the middle schools for team planning and other meetings and functions as described above, or whether they shall be used for curriculum projects and assignments of the Board's choosing. Should the Board opt to use its half of the curriculum periods in any year for curriculum projects and assignments at the middle schools, team planning may be scheduled during teachers' duty periods as described in Article VI(E)(1)(b) of this Agreement.
- E. The Board retains sole discretion, after the 2000-2001 school year, to change the middle schools' schedule back to the eight (8) period daily schedule used during the 1999-2000 school year and prior thereto without further negotiation over that schedule or its impact on the terms and conditions of employment of WEA members. If the Board should, at some future time, return to an eight (8) period day at the middle schools, this return will include a return of cafeteria/playground supervision to the list of possible "duties" middle school teachers may be assigned to as part of their salaried daily work assignments pursuant to Article VI(E)(1)(a) of this Agreement and payment of the "coverage" stipend for performing this duty shall cease.
- d. Teachers at each elementary school shall be offered the option of either teachers reporting to classrooms at 8:45 a.m. with a maximum of two (2) teachers on duty from 8:35 to 8:45 a.m.

OR

Teachers reporting to classrooms at 8:50 a.m. with a maximum of three (3) teachers on duty from 8:35 a.m. to 8:50 a.m. It is understood that regardless of which option the teacher select, the number of teachers to be on duty up to the selected maximum shall be the sole decision of the building principal.

e. On days of inclement weather the duty teachers who have reported at 8:35 a.m. will supervise the pupils until the selected time of teacher reporting to classroom time when the pupils will report to their classrooms.

f. The number of teachers who might be required to be on duty will be subject to annual review and change depending upon significant changes in enrollment. Building principals will, with teacher input, make any such changes and review when necessary.

B. 1.

a. Elementary classroom teachers shall not be required to report earlier than twenty (20) minutes before the start of classes and shall not be required to stay longer than 10 minutes after the close of classes. Two (2) teachers shall be required to stay 20 minutes contiguous to the contractual school day. Volunteers shall first be solicited on an annual rotating basis and, in the absence of volunteers, the two (2) teachers shall be assigned annually on a rotating basis. Supervision shall be for twenty (20) minutes contiguous to the contractual school day and teachers will be compensated at the same rate as the Middle School Bus Duty as set forth in Schedule C.

b. While elementary teachers are not required to be in class during the time taught by specialists, they may be requested to do so when, at the discretion of the principal, it would be to the advantage of the teacher.

c. All elementary teachers in the specialized areas of art, music, physical education, world language and library will have thirty-five (35) minutes of daily preparation time.

d. Elementary teachers shall be required to attend one evening meeting per year for parent-teacher conferences. The time and method of operation for evening meetings shall be the same as that which is followed during the day for the two (2) daytime parent conferences held each year. Each teacher shall determine which evening she/he will be available.

2. Teachers on the middle school level shall not be required to report earlier than fifteen (15) minutes before the start of classes and shall not be required to remain longer than ten (10) minutes after the close of classes. Teachers on the high school level shall not be required to report earlier than ten (10) minutes before the start of classes and shall not be required to remain longer than twenty (20) minutes after the close of classes.

3. Middle school teachers who attend Back-to-School Night shall announce to parents their ability to schedule conferences during the day with their child's team of teachers during the team's Common Curriculum Period and shall encourage parents to schedule such meetings over the course of the school year. Middle school teachers shall also announce their availability for such conferences whenever they attend meetings at which parents are present.
- C.
1. Commencing with the school year 2000-2001, a bank of ten (10) hours shall be established for faculty, departmental and grade level meetings. Said meetings shall be contiguous to the school day. In the event that such a meeting takes place within the contractual work day as set forth in Article VI, no time shall be charged against the meeting time bank for that meeting. However, when such a meeting exceeds the contractual work day, the entire meeting shall be charged against the meeting time bank. For example, if a fifteen (15) minute faculty meeting is held at one of the high schools after the close of classes, no time for that meeting shall be charged against the meeting time bank. However, if a forty-five (45) minute faculty meeting is held at one of the high schools after the close of classes, the entire forty-five (45) minutes shall be charged against the meeting time bank for that meeting.
 2. No more than two meetings per month may be called at each school. Meetings may be conducted before the start of classes or after the close of classes. Meetings at the elementary school shall be encouraged to take place before the start of classes. A maximum of four (4) meetings per year may be called after the close of classes at the elementary schools. Meetings at the elementary schools conducted before the start of classes shall be limited to sixty (60) minutes in duration. All other meetings shall not exceed a total of seventy-five (75) minutes in duration per month.
 3. When a faculty, departmental or grade level meeting is called all teachers including coaches and extracurricular advisors (not including out-of-district coaches) shall be in attendance and shall remain until the conclusion of the meeting except in the case of a special school event or personal emergency.
 4. Meetings shall be scheduled one (1) month in advance.
 5. The Board and the Association shall review the meeting procedures set forth in this provision upon the expiration of this Agreement.
- D.
1. It shall be sufficient for teachers to indicate their presence by placing their initials next to their names on the attendance list in the school.
 2. Teachers may leave the building without requesting permission during their scheduled duty free lunch period, providing they indicate their absence and return by placing their initials on the school roster and a check for their return.

3. Teachers shall be permitted to make coffee or tea with appliances approved by the Board in the faculty lounge or department offices.
4. Teachers are encouraged to enter the pupils' lavatories from time to time to assist the administration in enforcing applicable rules, regulations and policies, but no teacher shall be required to supervise the lavatories.
5. Teachers will be free from the duty of patrolling of school grounds except where their presence required because of an emergency situation involving the health and safety of students or staff.
6. The Board retains the right to assign all teachers to perform parking lot control. If such assignment is necessary, volunteers shall first be solicited and assigned on a rotating basis. In the absence of volunteers, the Board retains the right to assign teachers **EQUITABLY** on a rotating basis. The Board shall pay each teacher assigned to parking lot control the sum of \$44.00 in the 2011-2012 school year, \$44.00 in the 2012-2013 school year, and \$46.00 in the 2013-2014 school year for each parking lot control assignment, which shall not exceed twenty-five (25) minutes. If any parking lot control assignment lasts for less than twenty-five (25) minutes, the full appropriate stipend for that year shall be paid to the assigned teacher.

- E. 1.
- a. The daily teaching load in the middle school and the senior high school shall be five (5) teaching periods and one (1) special assignment period except in the case of emergency.
 - b. A concept of team planning embracing all grade levels will be implemented at the middle school level. The meetings of such teams shall take place twice a week, or as needed, during the duty period and shall be accomplished by involving the-full staff in the equitable rotation of duties.
 - c. The Board reserves the right to assign up to twenty-five (25) teachers per year to a sixth class period at the additional compensation of \$10,011 for the 2011-2012 school year, \$10,212 for the 2012-2013 school year, and \$10,365 for the 2013-2014 school year. This assignment shall not be required of more than two persons in any one department, unless the express written consent of the Association is obtained to do so. Nor will it be required of any individual teacher more frequently than every other year until every member of that teacher's department has had the opportunity to teach a sixth period, unless the express written consent of the Association is obtained to do so. It is expressly agreed that extra teaching assignments in the self-contained classes Cognitive Mild and Cognitive Moderate shall not be counted toward the departmental limitations set forth in this provision for the Special Education Department. In the event that emergency coverage becomes necessary, the administration may petition the Association for consent to exceed the

departmental limit of two (2) sixth class period assignments to facilitate the continuity of instruction. For purposes of this provision, "emergency coverage" is defined as coverage necessary due to short-term illness or unanticipated resignation, retirement or termination. The additional compensation shall be paid semi-monthly as part of the teacher's contractual salary.

i) A teacher who is assigned to teach a sixth period class due to emergency coverage shall be relieved of his or her duty period for the duration of the emergency coverage.

ii) When more than two (2) teachers within a department are assigned to teach a sixth period due to emergency coverage, those teachers shall be paid a proportional amount of the additional compensation as set forth below, depending upon the duration of the emergency coverage. For example if the Board assigns a third teacher within a department to teach a sixth period for 121 days, each teacher that was assigned to teach a sixth period shall receive additional compensation of two thousand dollars (\$2,000), representing one-third of the total additional compensation. The total additional compensation shall be as follows:

From 61 to 90 school days:	\$2,000
From 91 to 120 school days:	\$4,000
From 121 to 150 school days:	\$6,000
From 151 to 180 school days:	\$8,000

2. Classroom teachers shall, in addition to their duty-free lunch period, have a minimum daily preparation time during which they shall not be assigned to any other duties as follows:

- a. Elementary - Thirty-five (35) minutes of daily preparation time during the time the specialist is in the room subject to Article VI(B)(1)(b) above.
- b. Middle School - one (1) class period.
- c. High School - one (1) class period.
- d. In the event a teacher's schedule requires her/him to be in a class for an undue period of time, the teacher may request the administration to make an adjustment whenever possible.

3. a. The practice of using a regular teacher as a substitute, thereby depriving her/him of her/his preparation time is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer within their discipline, may be used as

substitutes during their non-teaching time In the absence of volunteers within the discipline, volunteers outside the discipline shall be used. In the absence of volunteers, a teacher may be assigned to serve as a substitute.

When a teacher is asked to cover a class and to implement a lesson plan, on the Middle School and High School levels, she/he shall be paid the sum of \$40.00 per period for the 2011-2012 school year, \$41.00 per period for the 2012-2013 school year, and \$41.00 per period for the 2013-2014 school year. When a teacher at the Elementary School level misses a planning period, she/he will be reimbursed \$35.00 per period for the 2011-2012 school year, \$35.00 per period for the 2012-2013 school year, and \$36.00 per period for the 2013-2014 school year.

b. Where possible, emergency substitutions, those not volunteered for, shall be **EQUITABLY** distributed among the teachers assigned to the building.

4. a. Unpaid extra-curricular activities shall be performed on a voluntary basis. Paid extra-curricular activities shall first be performed by qualified volunteers In the absence of qualified volunteers, the Board retains the right to assign teachers to such activities.

b. Supervision of after-school and Saturday detention programs shall constitute a paid extra-curricular activity as described in Article VI(E)(4)(a) above. Volunteers shall first be solicited for detention supervision assignments. Where more teachers than are necessary volunteer for such assignment, the Board shall distribute such assignments **EQUITABLY** upon a rotating basis from among the volunteers. When a teacher supervises after-school or Saturday detention she/he shall be paid the sum of \$35.00 per period for the 2011-2012 school year, \$35.00 per period for the 2012-2013 school year, and \$36.00 per period for the 2013-2014 school year. The after-school detention programs at both middle schools and both high schools and the Saturday detention program at both high schools shall be conducted as follows:

MIDDLE SCHOOL - The after-school detention will be conducted three days per week. Each session shall last one (1) hour.

HIGH SCHOOLS - The high school after-school detention program shall be conducted four days per week. One forty-five minute session shall be conducted on each of those days.

HIGH SCHOOL SATURDAY DETENTION - Saturday detention shall be conducted from 9:00 a.m. to 12:00 p.m. The Saturday detention shall be scheduled on alternating Saturdays at one of the two high schools. Two (2) teachers shall be assigned to work the Saturday detention simultaneously.

- F. 1. The Board retains the right to assign elementary and middle school teachers to perform both cafeteria and playground supervision. If such supervision is to be required, volunteers shall first be solicited. Absent sufficient volunteers, the Board retains the right to assign teachers EQUITABLY upon a rotating basis, provided it has furnished the teachers with written notice of the assignment one school year in advance of making such assignment. The Board shall pay the elementary teachers for each cafeteria and each playground supervision assignment \$31.00 in each year of this Agreement and the middle school teachers for each cafeteria and each playground supervision assignment \$42.00 in each year of this Agreement.
2. Cafeteria supervision on the high school level shall be EQUITABLY distributed on a rotating basis.
3. a. The Faculty Administration Liaison Committee, as established in Article XXIV, of each building shall determine with the building principal the provisions for supervision during the inclement weather.
- b. Teachers shall not be given additional assignments during the time they are relieved of playground supervision except in cases of emergency
- G. Teachers agree to participate in curriculum development at times mutually agreed upon whenever such meetings extend beyond the normal working day.
- H. Consistent with present and past Board policy affecting all visitors to the Wayne Schools, the building principal or her/his designee will be notified of the presence of any WEA officer within her/his building who is on pertinent WEA business. No meetings of a formal nature may be called without the knowledge of the building principal.
- I. A committee of one teacher from each high school selected by the WEA and one administrator from each high school selected by the Superintendent shall investigate the feasibility of extending the senior high lunch period for teachers. The recommendation of this committee shall be considered by the WEA and the Board for inclusion in the collective agreement.
- J. Every class should be conducted in a standard classroom, except for good cause.
- K. Substandard classrooms should be used only under extreme emergency conditions.
- L. Beginning with the School Year 1986-87, ESL teachers shall be treated in the same manner as all other teaching WEA members with regard to benefits and salary.

Employment Procedures for Non-Certificated Personnel

A. DUTIES

The duties for non-certificated personnel shall be confined solely and exclusively to such duties as would assist certificated professional personnel in the performance of their respective responsibilities. In no case, shall any non-certificated employee be requested or required to perform any duty previously performed or by law required to be performed by a duly certificated professional employee, except in an emergency.

B. PLACEMENT ON SALARY SCHEDULE

Each employee shall be placed on her/his proper step of the salary guide as of the beginning of each school year. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

C. RESIGNATION

1. An employee who is resigning from a position shall give four (4) weeks notice.
2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.
3. If the full four (4) weeks notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, twenty (20) full working days shall be used in calculating the amount of notice given to the employer.

D. ASSIGNED DUTIES

At no time shall the Board or any Agent thereof assign or direct any employee covered by this Contract to any other duties outside of the duties appropriate to her/his position and consistent with her/his general job description.

E. USE OF EMPLOYEE CAR FOR SCHOOL BUSINESS

An employee shall not be required to use the employee's car for Board business. An employee may do so voluntarily, however, with the advance approval of the principal or immediate supervisor. The employee shall be compensated for mileage at the rate as specified in the Internal Revenue Code for the use of the employee's own automobile plus overtime if beyond the regular workday.

F. ATTENDANCE AT WORKSHOPS, CONFERENCES AND SEMINARS

The Board recognizes that it shares with its office staff responsibility for the upgrading and updating of performance and attitudes. The Board shall provide for the payment of registration fees and mileage for office personnel who choose to attend job-related workshops, conferences and seminars during the school year with prior approval of the Superintendent or her/his designee.

G. SCHOOL HEALTH AIDES

1. School health aides employed at the middle schools will work three (3) hours per day, on every day that middle school students are in attendance. The starting and ending times of the school health aides workday will be determined by the Administration. The school health aides shall attend all in-service presentations scheduled for the WEA teaching staff members, as directed by the Administration, at no additional compensation.
2. Each school health aide employed at a middle school, as described in paragraph 1 above, shall receive an annual salary of \$23,625 for the 2011-2012 school year, \$24,097 for the 2012-2013 school year, and \$24,459 for the 2013-2014 school year, prorated for the portion of the work year they are actually employed in the District. A "work year" shall be the ten-month period from September 1 to June 30.
3. Article XVII of this Agreement shall not apply to school health aides.
4. No school health aid shall be entitled to any insurance coverage provided to other unit members under this Agreement.

ARTICLE VII
TRANSFERS

Teacher Transfer Procedures

A. TEACHER REQUEST

1. A teacher may request a change of school, assignment or both, 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. When an elementary teacher is requesting a transfer, up to three (3) choices of grade assignment and school, if available, may be requested by the teacher.
3. When a secondary teacher is requesting a transfer, up to three (3) choices of grade assignment and school, if available, may be requested by the teacher.

4. Upon request by the teacher, the Superintendent or her/his designee will furnish to the teacher written reasons why she' or he was not selected for the position(s) which were specified in the transfer request.
5. A list of positions to be filled should be posted in all schools so that the teachers may apply for open positions. 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 WEA president.

B. ADMINISTRATIVE DECISION

1. a. When the Superintendent of Schools or her/his designee believes that a transfer will be in the best interest of the schools affected, the teacher will be advised, in writing, of this decision as soon as possible. The teacher will then have recourse to the provisions in Part A, Sections 2 and 3.
- b. No teacher shall be transferred involuntarily without a conference being held between the teacher and the Assistant Superintendent or Superintendent of Schools.
2. If a principal believes that a transfer of a teacher will serve the best interests of the school, she/he may submit a written request through proper channels to the Assistant Superintendent. If such a transfer is to be made, the teacher will be advised as soon as practicable and will have recourse to the provisions in Part A, Sections 2 and 3.

Office Personnel Voluntary Transfers and Reassignments

A. USE OF VOLUNTARY REQUESTS.

No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position. Final evaluation of qualifications will be determined by the Director of Human Resources.

B. FILING REQUESTS

1. When vacancies occur in the school system, a notice of such vacancies shall be posted in each school as far in advance as practicable, and in no event, less than two (2) weeks before the final day when applications must be made. A copy of said notice shall be given to the WEA at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or Director of Human Resources within the time limit specified in the notice, and the Superintendent or Director Human Resources shall acknowledge promptly in writing the receipt of all such applications.

2. In the notice of vacancies in the school system, the qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth.

No vacancy in a promotional position shall be filled other than in accordance with the above procedure.

C. CRITERIA FOR ASSIGNMENT

1. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the best interests of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact. If any employee's request for transfer has been denied, a renewed or subsequent request made in the following school year may be granted under the conditions described above, unless there is no available position to which the employee can be transferred or an adequate replacement for the employee cannot be obtained.
2. All qualified employees shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the background and attainments of all applicants and other relevant factors. Each employee applicant, not selected shall, upon request, receive a written explanation from the Superintendent or the Director of Human Resources. Appointments shall be posted in the schools or by giving of notification to the interested employees.

D. CREDIT FOR PREVIOUS EXPERIENCE

1. If, in the Board's absolute discretion, it determines that an employee should be given additional credit for her/his prior private and/or public work experience, then the Board may grant up to five (5) years of experience to a new employee for her/his private and/or public work experience.
2. Former employees, who return to the Wayne System within five(5) school years, shall be given credit for all previous experience in the Wayne Schools and placed on the appropriate step.

ARTICLE VIII **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). Nothing herein

is to be construed to mean that the Superintendent shall not be free to publicize and otherwise seek qualified personnel from outside of the school system to fill such vacancies.

2. Employees 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-supervisor level, including, but not limited to, positions such as assistant superintendent, principal, vice principal, department chairperson, coordinator.

- C. Vacancies which arise during July and August shall be posted in the Board Office and notice thereof posted to the president of the WEA. During July and August notices of promotional vacancies shall be sent to the WEA office by certified mail and a copy sent to the WEA president at her/his home address or to someone she/he designates to receive it in her/his absence.

ARTICLE IX

TEACHER EVALUATION REDUCTION IN FORCE

Teacher Evaluation

- A.
 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 2. As soon as possible the teacher shall be given a copy of any class visit or other evaluation report prepared by her/his evaluators, provided the teacher acknowledges receipt of the evaluation prior to the evaluation being placed on file, the teacher shall have been given the opportunity to confer, with the evaluator and to sign the evaluation. Once the teacher has signed the report, there shall be no further additions, changes, amendments or revisions of the report.
- B. Official teacher files shall be maintained in accordance with the following procedures:
 1. Administrator will be encouraged to place in the file information of a positive nature, indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature.
 2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in her/his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that she/he has had the opportunity to review such material by affixing her/his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to

submit a written answer to such material and her/his answer shall be reviewed by the Superintendent or her/his designee and attached to the file copy.

3. Final evaluation of a teacher upon termination of her/his 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 teacher after severance or otherwise than in accordance with the procedure set forth in this article.
4. Notwithstanding anything in this Provision B to the contrary, the Board and/or the Superintendent may withhold from a teacher'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.

Office Personnel Reduction in Force

- A. Non-tenured employees regardless of experience level are the first to be RIFFED without consideration of seniority. Non-tenured employees have no seniority in the event of a reduction in force (RIF) and no recall rights after they have been RIFFED.
- B. In all other cases, administrative value judgment comes into place in considering the placement of a person who is tenured in a position that may be open or movement of non-tenured personnel.
- C. In the event of a RIF, tenured employees shall, be RIFFED in the inverse order of seniority based on their date of hiring provided the tenured secretary possesses the skills and necessary qualifications to perform the duties of the position claimed.

LPN Evaluation

- A. The Coordinator of Special Services or his/her designee shall evaluate the LPNs in accordance with the applicable provisions of Title 18A, the State Board of Education regulations and the policies and by-laws of the Wayne Township Board of Education.

ARTICLE X

EMPLOYEE AND BOARD RIGHTS AND RESPONSIBILITIES

- A. Nothing contained in this Agreement shall be construed to deny or restrict to any employee of the Board such rights as they may have under New Jersey School laws or other applicable laws and regulations. The rights of employees and the Board hereunder shall be deemed to be in addition to those provided elsewhere.
- B. Whenever any employee is required to appear before the Superintendent or her/his designee, Board or any committee, member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that employee in her/his office, position or employment, or her/his salary or any increments pertaining thereto, then she/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 WEA present to advise

her/him and represent her/him 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, vice principals and department heads, may not discuss general and routine matters related to the educational process with the employee without the representation of WEA 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 reasonably be expected to eventuate in the dismissal of the employee or affect her/his salary.

- C.
1. All employees shall be notified of their contract and salary status for the ensuing school year no later than May 15.
 2. Upon request, any employee who is not to be offered employment for the following school year shall receive verbally those specific reasons for this action on or before the May 15 deadline.
 3. Withholding of Increment
 - a. No administrator shall recommend withholding an employee's increment unless that employee has been notified and given reasons that her/his increment is in jeopardy. Written notification regarding the reasons for such action must be given to the employee by May 15 of the school year.
 - b. Any increment withheld may be restored upon petition by the employee to the Superintendent of Schools and her/him so recommending to the Board of Education. In the event an increment is not restored, the employee shall be given, in writing, reasons for rejection.
 - c. No increment will be withheld unless this procedure is followed.

ARTICLE XI

IN-SCHOOL WORK YEAR/OFFICE PERSONNEL WORK SCHEDULE

In-School Work Year

- A.
1. The in-school work year for teachers and LPNs employed on a ten (10) month basis shall not exceed one hundred eighty-five (185) days which shall include three (3) full day workshops as set forth in Article XVII, "In-service Workshop". In the event that the law changes to rescind the teachers' continuing education requirement, the third full day workshop shall be eliminated. Excluded from this section are new teachers who may be required to attend additional days for orientation.
 2. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which the teacher's attendance is required.

3. The guidance counselor's work year shall be extended five (5) consecutive days during the period from July 1 to August 31 to perform assigned guidance responsibilities when scheduled by the Board. Such days may be scheduled non-consecutively during such period if mutually agreed to between the parties. Salaries for guidance personnel who work beyond the normal school year pursuant to this provision only shall be paid on a per diem basis calculated as pro rata amount of their regular salaries and contractual work year.

4. The last two (2) days of the school year shall be minimum days for students, teachers and LPNs at the elementary, middle and high school levels. A "minimum day" shall be defined as the minimum number of hours required by State law to credit such day for school year/State aid purposes.

B. The school calendar during the period of this Agreement shall be submitted to the WEA for review ten (10) days prior to adoption by the Board. Suggestions and recommendations for inclusions on the calendar will be given consideration by the Board of Education. Final determination will rest with the Board.

Office Personnel Work Schedule

A. DAILY WORK HOURS

1. September 1 through June 30

a. All full-time office personnel shall work eight (8) hours inclusive of a daily lunch period. The lunch period shall consist of forty-five (45) consecutive minutes.

2. Summer Hours - July 1 through August 31

a. Full-time office personnel shall work seven (7) hours inclusive of a daily lunch period. The lunch period shall consist of thirty (30) consecutive minutes.

b. The time shall be established depending on the needs in each individual building.

B. COFFEE BREAKS

1. Two uninterrupted periods of fifteen (15) minutes:

One (1) in the a.m., and one (1) in the p.m.

2. The time shall be standardized and mutually agreed upon by the employee and the supervisor

C. OVERTIME

1. Any employee requested to return to work after their regular hours and after they have left the building or requested to work on a day when they are not regularly scheduled to work shall be compensated for a minimum of two (2) hours of overtime work and may be required to work two (2) hours at the discretion of the supervisor.
2. All-approved work performed by office personnel over thirty-six and one-quarter (36 ¼) hours per week shall be compensated at a rate of one and one-half (1 ½) times the regular rate. Overtime work must have the prior approval of the Superintendent or her/his designee, and shall be defined to mean any time spent either before or after daily work hours, or on days other than those in the regular work week or regular work year.
3. For the purpose of determining the thirty-six and one quarter (36 ¼) hours, the following shall count as full working days:
 - a. Holidays
 - b. Paid sick days
 - c. Paid personal days
 - d. Paid vacation days
 - e. Other approved paid leaves

Unapproved absences shall not receive credit for overtime purposes.

D. VACATIONS

1. A year shall be defined as beginning July 1 and ending June 30.
2. Employees shall be eligible for vacations on the following basis:
 - a. First year personnel - One working day for each full month of service up to a maximum of ten (10) working days.
 - b. Over one year, but less than five (5) years of service - ten (10) working days.
 - c. Over five (5) years, but less than ten (10) years of service - fifteen (15) working days.

- d. Over ten (10) years, but less than fifteen (15) years of service - twenty (20) working days.
 - e. Over fifteen (15) years of service - Twenty-five (25) working days. The five (5) additional days vacation will be taken as one day holidays with the permission of the employee's supervisor. These days may not be taken prior to or immediately following a regularly scheduled vacation without the permission of the immediate supervisor and the Superintendent.
3. a. Office personnel are encouraged to take vacation during the summer months and during school recess periods. It is understood that the last ten (10) work days prior to the opening of school for students shall not be used as vacation days by Office Personnel.
- b. The scheduling of all other vacation time shall be mutually agreed upon between the office employee, and her/his immediate supervisor. An office employee shall request said vacation time in writing and the supervisor shall answer in writing within a reasonable period of time.
4. Effective the 1997-1998 school year, the use, accrual and carry-over of vacation days earned by office personnel shall be regulated as follows:
- a. Each employee shall, on or before June 30 of each year, use all of the new vacation days which first became available to him/her for use on July 1 of that year.
 - b. In addition to the vacation use described above, each employee who carries over twenty (20) or more unused vacation days from the prior year shall also use ten (10) of those carry-over days during the current year. Any employee who has fewer than twenty (20) carry-over days on June 30 shall only be required to use, during the current year, the number of carry-over days necessary to reduce his/her total number of unused vacation days to ten (10) as of June 30 of the current year.
 - c. Office personnel shall attempt in good faith to work with their supervisors to schedule their vacations, as required in paragraphs (4)(a) and (b) above, at times which will minimize disruption to the buildings or departments in which the work. If an employee has two or more good faith requests to use vacation refused by his/her immediate supervisor, s/he may submit a request to the Superintendent or his/her designee for an exception to the carryover rule for the current year. Each such request shall be made in writing and shall include: copies of the employee's written requests and his/her supervisor's written responses exchanged pursuant to paragraph (3)(b) above. The Superintendent's approval of such a request shall not be unreasonably withheld.

- d. Any vacation days not used or carried over pursuant to the provisions set forth in paragraphs (4) (a), (b) and (c) above shall be forfeited without pay.
- e. If an employee retires during a school year, with days remaining in his/her vacation use requirement for that year, the employee's retirement shall be extended to allow his/her use of those remaining days prior to the effective date of the retirement. This extension shall only be given, however, if the employee gives the Board at least sixty (60) days prior written notice of her/his retirement. The Board, in its discretion, may elect to substitute payment in lieu of some or all of this extension on current year vacation use, provided the Board notifies the employee of its decision prior to accepting her/his retirement.

E. INCLEMENT WEATHER

When the Superintendent closes school due to inclement weather, office personnel shall not be required to work. If office personnel are requested to work by their immediate supervisors, they may report at 10:00 a.m. and shall earn one day's compensatory time to be used as an additional vacation day.

F. HOLIDAYS

Office personnel shall be given all holidays as listed on the school calendar, including the following holidays, all of which shall be with pay: New Year's Day, Birthday of Martin Luther King, Jr., Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving Day, Teachers' Convention Days and Christmas Day. If school is in session and office personnel are required to work on one of the above holidays, a floating holiday will be granted for use during the current school year. Unused floating holidays earned during a school year (July 1 to June 30) may be carried over for use during July and August of the following year. Any floating holidays not used within this period shall be forfeited without pay. The scheduling of a floating holiday shall be mutually agreed upon between the office employee and her/his immediate supervisor. Office personnel shall not be required to work during Christmas vacation, which shall be with pay, during the term of this Agreement.

In the event the winter recess is expanded to five (5) school work days, office personnel may be required to work half their normal time. If the winter recess remains less than a full week, employees shall not be required to work any of those days.

Office personnel shall not be required to work on the Monday of the Spring vacation. They shall, however, otherwise be required to work their regular work week during the Spring vacation.

ARTICLE XII
TEACHER ASSIGNMENT

- A. All returning teachers 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, class and/or subject assignments are proposed after the close of school in June, the WEA and any teacher affected shall be notified promptly in writing and, upon the request of the teacher and the WEA, the changes shall be promptly reviewed between the Superintendent or her/his representative and the teacher affected and, at her/his option, a representative of the WEA.
- C. Insofar as possible, no secondary teacher shall be given more than three (3) preparations each year.
- D. **Specialists**
1. Every attempt shall be made to provide adequate desk and storage space in an area central to their teaching station.
 2. Specialists shall participate in the development of their teaching schedules.
- E. All teachers in the areas of art, music, reading, physical education and media center at the elementary level should meet with the appropriate Coordinator/ Director to work together to develop individual tentative schedules. These meetings should be scheduled at times which are mutually convenient for those involved and should be held between May 15 and June 15 of each year, dependent on the adoption of the Elementary Classroom Organization Plan. The results of each meeting should be reduced to writing and approved by the Assistant Superintendent of Schools. Approved copies should then be distributed to individuals concerned (including teacher, coordinator/supervisor and the Assistant Superintendent). This distribution should occur as soon as possible after the conclusion of each meeting but no later than the close of school in June.
- F. Prior to the close of school in June, all coordinators/supervisors in the areas of art, music, reading, physical education and media center at the elementary level should forward summer addresses of teachers under their supervision to the Assistant Superintendent so that letters can be sent if a change in tentative schedule becomes necessary during the summer.
- G. **TRAVEL TIME**

When teachers have assignments in more than one (1) building in the district, where possible every effort will be made to limit their assignments to two (2) buildings and, where possible, one thirty-five (35) minute period will be allowed for travel.

ARTICLE XIII

PAY PERIODS

- A. 1. Employees employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
2. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- B. Employees who choose to utilize the services of the North Jersey Federal Credit Union may elect automatic payroll deductions. The Wayne 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.
- C. 1. Employees 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.
2. Any employee electing for this ten percent (10%) withholding shall notify the Board of Education in writing of her/his intent prior to the opening of school.
3. At the time of election, the employee shall choose to have the monies so withheld paid either as a lump sum on the last payday or in 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 of Education.
4. All monies withheld shall be paid to the employee or her/his estate upon the employee's termination of employment or death.
- D. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.
- E. Teachers shall receive their final checks on the last working day in June.
- F. All coaching and extra-curricular salaries shall be paid in a separate check. Coaches and singular or short duration extra-curricular activities personnel shall be paid within one (1) month of the submission of the proper documentation upon the completion of the activity. Year-long extra-curricular assignments shall be paid in two (2) installments, December and June.

ARTICLE XIV

SABBATICAL LEAVES

Instructional personnel who have served continuously and satisfactorily for at least seven (7) years in Wayne shall 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 \$7.00 per day based on unused sick leave, accumulated in a seven-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 her/his return.
- C. The total number of sabbatical leaves granted shall not be less than one (1) for the 2011-2012, 2012-2013, and 2013-2014 school years.
- D. Personnel who have not had sabbatical leaves 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. Applicant 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.
 - 1. All teachers employed as of September 1 shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day.
 - 2. All ten-month office personnel shall be entitled to twelve (12) sick leave days each year as of July 1 of said school year whether or not they report for duty on that day. All twelve-month office personnel shall be entitled to thirteen (13) sick leave days.
 - 3. All LPNs employed as of September 1 shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty that day, prorated for the portion of the year during which the LPN is actually employed by the Board. Unused sick days shall be accumulated from year to year with no maximum limit as required by applicable law. When an LPN has used sick leave beyond his/her number of allowable days, he/she may request additional days which will be evaluated by the Board on a case-by-case basis.

4. Unused sick leave days shall be cumulative with no maximum limit in accordance with statutory provisions related thereto.

B. Teachers and office personnel 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 fifteen (15) years of service in the Wayne Schools and only upon actual certified retirement pursuant to the Teachers' Pension and Annuity Fund or the Public Employees Retirement System, whichever is applicable. The maximum lump sum available to any retiree is Eighteen Thousand Dollars (\$18,000.00) effective July 1, 1998. In the event of the death of an employee, this payment will be made to the employee's estate as long as the employee had completed fifteen (15) years of service in the Wayne Schools and was eligible to apply for retirement as set forth above at the time of her/his death.

C. Bereavement Leave is as follows:

1. Spouse, child, grandchild, parent, grandparent, brother, sister, in-law, or any other member of immediate household -- up to five (5) days.
2. Relative outside the immediate family -- two (2) days. Relative shall be interpreted to mean aunts, uncles, first cousins, or as a designated pallbearer.
3. Friend or relative outside the immediate family not specifically 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. 1. Two (2) days leave are allotted for personal matters.

These might include:

Family Illness	House Closings
Legal Business	Household Emergencies
Weddings	Other Good Cause
Graduations	

2. Personal days should not be construed as vacation days. Unused personal days may be accumulated as sick days.
3. Notify your immediate superior and the Secretary for Substitutes as soon as possible. Reasons for these two (2) days need not be given.

4. If you exceed your two (2) personal days, payment for the extra days will be deducted.
5. The following are to be discouraged:
 - a. Personal days before or after vacations or holidays.
 - b. Taking half days.
6.
 - a. Payment for Personal and Sick Days for E.S.L. teachers shall be \$50.00 per day for 1988-1989 and a day's pay thereafter.
 - b. Retirement benefits shall accrue to E.S.L. teachers as provided in Paragraph B above.

E. When an office personnel member is absent, the Board shall hire a qualified substitute from the approved list.

F. Family illness Days

1. Teachers and LPNs shall be granted two (2) family illness days each year, while office personnel, who work a twelve month year, shall be granted three (3) family illness days each year, subject to verification by the Board.
2. If the absentee rate for teachers, LPNs and office personnel is less than five percent (5%), then teachers, LPNs and office personnel shall be granted an additional family illness day for the following school year only. If, however, the absentee rate for teachers, LPNs and office personnel exceeds five percent (5%) in any year, then only two family illness days shall be granted to teachers and LPNs, and three family illness days for twelve-month office personnel for the following school year.
3. Family is defined as spouse, child, parent, grandparent, brother, sister, mother-in-law, father-in-law, or any other member of immediate household.

G. Sick Day Bank

1. The Sick Day Bank is a program to offer assistance to employees in time of extended illness in the form of extension of their accrued personal sick days. It is not the purpose of the Bank to provide for an illness of a brief nature. The Sick Day Bank is a cooperative program whose implementation and maintenance is dependent on employee support.
2. Two sick day banks shall be established; one for teachers and one for office personnel and attendance officers.

3. The banks will be built up annually, as needed, by the employees contributing one or more of their accumulated sick leave days to the appropriate bank. No days will be added to either bank until the number drops below 300 days. At the end of the school year, any unused sick days remaining in the banks will be carried over to the next year.
4. In the event that the Board of Education and WEA agree to dissolve the banks for whatever reason, all days left in the banks will be divided equally by the teachers and the office personnel and attendance officers. No employee will receive more days than he or she has contributed to the banks.
5. The Board of Trustees shall consist of five (5) WEA members, appointed by the WEA annually to receive requests for the use of sick leave days in either bank and to determine whether to recommend such requests for approval.
6. The Trustees shall provide the Board annually with the names of employees who contributed to the sick leave banks and the number of days they contribute. The Board of Education shall maintain records on the donation and usage of sick leave bank days, which shall be the records relied on by all parties involved. At the end of each school year the Board of Education shall provide the WEA a written accounting of donation and usage for that year to support the total number of days shown by the Board of Education as remaining in the banks.
7. The Board of Trustees reserves to itself, the right to have a second medical opinion of the employee making the claim for bank use. The cost for such examination shall be paid for by the employee and the doctor used will be of the Bank's choice.
8. The Trustees of the Bank will be limited to granting up to sixty (60) school days at one time. A member may request additional sick leave by submitting a request and a doctor's certificate.
9. If in the judgment of the Trustees the employee qualifies, the Trustees shall submit the request to the Board of Education. If the Board of Education agrees with the Trustees, the Board will arrange payment to the employee. If the Board of Education rejects the request, the Board will notify the Trustees of the Bank.
10. The parties acknowledge that the decision of the Board of Education shall be final and binding and shall not be reviewable by a court or agency of competent jurisdiction or subject to the contractual grievance or arbitration procedures. The Board of Education shall not withhold its approval for illegal reasons.
11. When an employee is on sick leave beyond her/his allotted number of days with pay, the deductions from her/his pay will be in the amount of 1/200th (10-month employees) and 1/240th (12-month employees) of her/his annual salary per day.

12. Prior to any recommendation or approval of the use of sick leave bank days, every applicant must sign an agreement to indemnify, defend and hold harmless the Board of Education, the WEA, their members, agents, servants and employees from any and all claims, liabilities, damages and costs related to:
 - a. the solicitation and/or contribution of sick leave days to the banks;
 - b. the communication of the names of WEA members who contribute to the banks and/or the number of days they contribute;
 - c. the application for use of sick leave days in the banks and/or the WEA's committee review and recommendation process; and
 - d. the Board of Education's approval or denial of recommendations to allow the use of sick leave days in the banks.

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 shall grant Maternity/Paternity leave without pay to any employee upon request subject to the following stipulation and limitations.
 1. Any non-tenured employee is entitled to a leave not to exceed the length of her/his contract.
 2.
 - a. Any tenured employee who leaves at the close of the school or contractual year, whichever is applicable, is entitled to a maximum of two (2) full years continuous leave.
 - b. Any employee who leaves during the school or contractual year is entitled to two (2) full years contiguous to the remainder of the school or contractual year in which she/he left.
 3. In either case the employee must notify the Superintendent of the impending leave thirty (30) days prior to the onset of such leave, and submit verification of need, if requested. The employee will also be required to inform the Superintendent of her/his intent to return no later than April 1 prior to the September of her/his return.
 4. On short term leaves with stated dates, the employee shall return to work on the next working day following the leave termination date.

5. Any employee granted Maternity/Paternity leave shall at her/his request, unless the position has been eliminated by attrition, be offered a comparable position within her/his scope of certification.

C. CHILD CARE LEAVE - OFFICE PERSONNEL

1. An office employee may opt for child care leave for care of her/his minor child. Such leave shall be without pay.

2. In the case of non-tenured office personnel, child care leave may not extend beyond the contractual year in which the leave commences.

In the case of tenured office personnel, the leave may be up to two (2) full contractual years in duration. The two-year period shall be calculated as commencing at the end of the contractual year when the leave is taken.

3. The Board, in its sole discretion, may require any office employee on child care leave to remain on leave until the beginning of the next contractual year or such other time as the Board and the employee may agree upon, so that the Board may provide for continuity in the educational process.
4. An office employee must give sixty (60) days written notice to the Superintendent prior to the date of beginning a child care leave. The notice shall specify the beginning date of the leave and the requested return date. The requested return date may not be changed without the permission of the Board. If the requested return date is other than the first working day of July, the employee will return to work the following July. Should an employee fail to return, her/his leave will automatically terminate.
5. No employee may elect child care leave for three (3) years after termination of a preceding child care leave unless it is to care for a newborn child.
6. During child care leave, an employee may not hold other regular employment or the child care leave will automatically terminate.
7. At the end of a child care leave, an office employee shall at her/his request, unless the position has been eliminated by attrition, be offered a comparable position.

ARTICLE XVII
PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENTS

Teachers and LPNs

- A. In our rapidly changing society teachers 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 teacher performances and attitudes. The Board and the WEA support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation of professional improvement in ways that best serve her/his own problems, functions, interests and needs.

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 teacher or LPN is required or requested to attend by the Superintendent of Schools.

C. 1. a. Concurrent with the purpose of this Article as set forth in Section A., teachers who have tenure in the Wayne School System shall be eligible for reimbursement of tuition for nine (9) credit hours per year. To qualify for reimbursement, a teacher must receive a grade of "B" or better. The amount of reimbursement shall be limited to the cost of tuition and fees and shall not exceed a maximum of nine (9) credits at \$175.00 per credit or \$1,575.00 per year, each year being defined as July 1 through June 30.

b. The annual tuition reimbursement obligation of the Wayne Board of Education will be capped at \$120,000.00 per school year.

c. Any employee who is eligible for tuition reimbursement who has submitted a complete and timely application but was denied reimbursement because the cap was exceeded will be first in line for reimbursement of the denied payment the following school year.

d. Concurrent with the purpose of this Article as set forth in Section A., LPNs shall be eligible for reimbursement of tuition for nine (9) credit hours per year. The amount of reimbursement shall be limited to the cost of tuition and shall not exceed a maximum of nine (9) credits at \$175.00 per credit or \$1,575.00 per year, each year being defined as July 1 through June 30. An LPN who seeks tuition reimbursement shall obtain approval for participation and reimbursement in said educational program prior to the LPN's enrollment, and shall be at the sole discretion of the Superintendent. In order to be approved, courses taken by an LPN must be in the field of education or directly job-related as determined by the Superintendent or his/her designee, and taken in pursuit of a teaching certification or to increase job-related skills. Courses must be completed and the LPN must attain a grade of "B" or better. A grade transcript and/or certificate of completion must be submitted by the employee to the Director of Human Resources prior to payment.

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 teacher wishes to pursue courses at a foreign college or university or at an institution not presently accredited by one of the above agencies, the teacher shall obtain prior approval of the Superintendent of Schools or her/his designee. Internet, distance-learning, video or other non-traditional courses shall only be acceptable under this Article and for salary guide advancement if such courses: (a) qualify for inclusion in an official transcript from a four year college or university that is regionally accredited; (b) the institution at which the courses were taken must offer a graduate degree in the subject area of the proposed course and accept the specific internet course in meeting requirements for that degree, and (c) the institution must conduct accredited "in attendance" degree programs rather than offer just Internet and/or distance learning/correspondence/video courses. The burden of providing this information shall be on the applicant.

Office Personnel

A. PROFESSIONAL STANDARDS CERTIFICATE

Additional compensation listed below is to be provided holders of Professional Standards Certificates issued by the National Association of Educational Office Personnel:

For the 2011-2012 school year:

Basic Certificate	\$1,515.00
Associate Professional Certificate	\$1,762.00
Advanced Professional, Masters Certificate	\$2,002.00

For the 2012-2013 school year:

Basic Certificate	\$1,546.00
Associate Professional Certificate	\$1,797.00
Advanced Professional, Masters Certificate	\$2,042.00

For the 2013-2014 school year:

Basic Certificate	\$1,569.00
Associate Professional Certificate	\$1,824.00
Advanced Professional, Masters Certificate	\$2,073.00

B. TUITION REIMBURSEMENT

1. Concurrent with the purpose of this Article, Association office personnel who have tenure in the Wayne School System shall be eligible for reimbursement of tuition and fees but excluding parking fees and student activity fees to a maximum of \$350.00 per employee in each year of this Agreement.

2. Courses taken in order to be approved must be acceptable by the National Association of Education Office Personnel for inclusion in their Professional Standards Program or are to be job-related and taken at educational institutions including approved schools for adult/continuing community educational programs. Courses must be completed and a passing grade attained where applicable. A grade transcript and/or a certificate of completion must be submitted by office personnel to the Director of Human Resources prior to payment.

Teachers, LPNs and Office Personnel

- A. All paperwork substantiating claims for tuition, reimbursement shall be submitted as one package by the employee to Human Resources. The package must include a completed tuition reimbursement application form for each course claimed, the statement of costs (bill) and original cancelled check or itemized, receipted cash voucher covering the tuition and itemized fees claimed in the application(s) and a transcript verifying successful course(s) completed.
- B. Fully verified and completed claims by employees for course work completed between July 1, 2011 and June 30, 2012 may be submitted at any time between July 1, 2011 and October 31, 2012 for payment within forty-five (45) calendar days. Claims submitted after October 31, 2012 cut-off date will not be honored for payment; for July 1, 2012 to June 30, 2013, October 31, 2013; for July 1, 2013 to June 30, 2014, October 31, 2014.

School Psychologists

- A. The Wayne School Psychologists shall be reimbursed for the costs involved in attending professional conferences, workshops, seminars, lectures and any other professional growth meetings. This reimbursement is limited to the sum of \$400 per school year which is to be refunded to each school psychologist in conjunction with professional growth activity which has been subject to prior approval from the Director of Special Services.
- B. A written report of such activity will be submitted to the Director of Special Services.

In-service Workshops

- A. Teachers and office personnel shall participate in three (3) full day in-service workshops every school year. All preparation and professional assessments shall take place during the scheduled workshop day. A "full day" shall be the teachers' work day as set forth in Article VI of this agreement. One of these in-service workshop days shall occur on the workday immediately after the students' school year ends.
- B. The workshops shall be held on days in which school is not in session for students but teachers' attendance is required and shall count toward the 185 day in-school work year day set forth in Article XI.

- C. The workshops shall be scheduled by the Board at the time the school calendar is developed for the ensuing school year.
- D. The Superintendent will consider the district-wide needs assessments when developing the workshop agendas, goals and objectives.

ARTICLE XVIII

PROTECTION OF EMPLOYEES & PROPERTY

- A. The Board shall reimburse certified employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an injury suffered by an employee while the employee was acting in the discharge of her/his duties within the scope of her/his employment.
- B.
 - 1. Employees shall immediately report cases of injury suffered by them in connection either their employment to their principal or other immediate superior.
 - 2. The principal or immediate superior shall immediately forward the notice of the Injury suffered by an employee to the Superintendent
- C. A school nurse shall be scheduled to be in each district-owned school building during each regular school day.

ARTICLE XIX

INSURANCE PROTECTION

- A. The Board and the WEA agree that the insurance coverage hereinafter referred to shall be provided to employees hired after July 1, 1996 in the manner hereinafter set forth:
 - 1. Beginning with the first year of employment in the district, individual employee hospitalization and medical coverage for all WEA members; all premiums to be paid by the Board.
 - 2. Beginning with the second year of employment in the district, family hospitalization and medical coverage; all premiums to be paid by the Board.
 - 3. Beginning with the third year of employment in the district, individual employee and family vision, dental and prescription coverage; all premiums to be paid by the Board.
 - 4. Prescription Drug Plan: Effective July 1, 2005, a Five Dollar (\$5.00) co-payment for generic prescription drugs and Fifteen Dollar (\$15.00) co-payment for brand name prescription drugs for individual employees and their families, if eligible. There is no co-payment for mail-in prescription drug orders. Effective July 1, 2006, a Seven Dollar and Fifty Cent (\$7.50) co-payment for generic prescription drugs and Fifteen Dollar (\$15.00) co-payment for brand name prescription drugs

for individual employees, and their families, if eligible. There is no co-payment for mail-in prescription drug orders.

5. Effective July 1, 1996 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 and in Addendum 3.
6. Effective July 1, 1996, 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 within 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.
7. 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.
8. The Board has established 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.
9. 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 WEA.
10. According to the attached Addendum 1, the Board of Education shall provide dental insurance under a UCR Fee Program for the individual employee, if eligible, (effective September 1, 1982) and for the full family, if eligible, (effective September 1, 1983). 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, 1996. An addendum to this paragraph shall be incorporated into this Agreement when the amounts required to be paid by the Board are determined.
11. Usual and customary rates (UCR) for all coverage (commencing September 1, 1982).

12. (Effective July 1, 1982) the Board shall pay an additional Fifteen Thousand Dollars (\$15,000.00) premium for improved x-ray, laboratory, emergency room, and vision services.

Vision services, if the employee is eligible, as referred to above, shall be contained in Addendum 2 and all of the other above referenced services shall be contained in Addendum 3.

ARTICLE XX

DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its employees dues for the WEA, the Passaic County Education Association, the New Jersey Education Association and the National Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with State Law and the Rules and Regulations of the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the WEA within two (2) school days of the 15th and 30th of each month for which the deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. The WEA holds the Board harmless from any claims resulting from the failure of the Association to properly transmit these funds.
 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 employee' salaries as are presently being made for charitable organizations and agrees to entertain in the future any request by the WEA to effect deductions from employees' salaries for voluntary contribution to charitable organizations and educational institutions.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

- A. If any provision of the 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 employee 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. No employee shall be required to remit to the Board remuneration received for service on a jury nor shall any deductions be made from an employee's salary because of such service.

ARTICLE XXII

TRAVEL

Employees who must use their automobiles in the course of their job shall be reimbursed the maximum permissible under the Internal Revenue Code.

ARTICLE XXIII

SALARIES

- A. Salaries for the School Year 2011-2012 shall be paid in accordance with the teachers' salary schedule annexed hereto, made a part hereof and identified as Schedule A-1.
- Salaries for the School Year 2012-2013 shall be paid in accordance, with the teachers' salary schedule annexed hereto, made a part hereof and identified as Schedule A-2.
- Salaries for the School Year 2013-2014 shall be paid in accordance with the teachers' salary schedule annexed hereto, made a part hereof and identified as Schedule A-3.
- B. Salaries for guidance personnel who work beyond the normal school year shall be paid on a per diem basis calculated as pro rata amount of their regular salaries.
- C. Salaries for the School Years 2011-2012, 2012-2013, and 2013-2014 shall be paid in accordance with the summer curriculum salary schedule annexed hereto, made a part hereof and identified as Schedule E.
- D. Coaches shall be paid according to the schedule attached hereto and identified as Schedule B for the term of this Agreement.
- E. Teachers participating in extra-curricular activities that involve remuneration shall be compensated according to the schedule attached hereto and identified as Schedule C for the term of this Agreement.
- F. Office Personnel shall be paid according to the salary schedule annexed hereto, made a part thereof and identified as Schedules A-5, A-6 and A-7 for the School Years 2011-2012, 2012-2013 and 2013-2014 respectively.
- G. Salaries for E.S.L. teachers shall be pro-rated on the Teachers' Salary Schedules.
- H. LPNs shall be paid according to the salary schedule annexed hereto, made a part thereof and identified as Schedule F for the 2011-2012 through 2013-2014 school years.

ARTICLE XXIV

LIAISON COMMITTEE

An Administration/Teacher Liaison Committee shall be established in each school. The purpose of this committee shall be to discuss in-building situations and/or policy.

- A. Each committee shall consist of the Faculty Representative and one (1) teacher for every fifteen (15) teachers in the building, but in no case fewer than four (4) teachers.
- B. The committee shall meet with the principal at least once every two (2) months, agenda to be determined by the parties.
- C. Teacher committee members shall be elected by the staff.

ARTICLE XXV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The WEA shall have, in each school, the exclusive use of a bulletin board in the faculty lounge or dining room.
- B. All orientation programs for new teachers shall be planned jointly by the WEA and the Board.
- C. The WEA 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 P.E.R.C.
- D. The Board shall provide, at its expense, copies of this Agreement to each Association member within a reasonable time after its ratification.
- E. If the WEA President is a teacher, he/she shall be relieved, of his/her duty periods and the administration's half of the curriculum periods (as set forth in Article VI.A.2.c.iii) for purposes of conducting WEA business.

ARTICLE XXVI

INSTRUCTIONAL COMMITTEE

Any committee formed by the Board of Education or Administration that affects the instructional program shall have teacher representation.

Representatives appointed by the WEA will have full rights of any committee member and not be considered in an advisory capacity.

ARTICLE XXVII

PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of an employee is of no concern to the Board unless it directly interferes with her/his performance of her/his duties in the classroom or performing properly her/his assigned functions during the work day.
- B. An employee's residence, age, race, color, religious beliefs, national origin, physical disability, political activity, professional association 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 XXVIII

FACILITIES/EQUIPMENT

Teacher Facilities

The Board, shall provide uniforms for physical education teachers, smocks for art and home economics teachers, laboratory coats for science teachers and shop coats for vocational and industrial arts teachers. Proper laundering services for all said items to be provided without charge.

Office Personnel Facilities and Equipment

All office employees, where applicable, will be provided with the appropriate equipment necessary to complete high quality work, within the discretion of the Board as follows:

1. All typewriters will be electric and replaced when necessary.
2. All copy equipment will be electric.
3. There will be a proper closet for personal things.
4. There will be use of lavatory facilities other than those of students.
5. There will be comfortable chairs (reasonable).
6. There will be appropriate facilities in which to eat lunch and spend coffee break time separate from students and own work area.
7. There will be adequate lighting and general appropriate office environment.

ARTICLE XXIX
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.

In each case, this amount shall be given in a lump sum to the employee at the time she/he ceases to be employed by the Wayne Public Schools upon actual certified retirement pursuant to the Teachers' Pension and Annuity Fund or the Public Employees' Retirement System, whichever is applicable.

ARTICLE XXX
REPRESENTATION FEE

A. PURPOSE OF FEE

If an employee does not become a member of the WEA 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 WEA for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the WEA as majority representative.

B. NOTIFICATION AND AMOUNT OF FEE

Prior to the beginning of each membership year, the WEA will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the WEA to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to eighty-five percent (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 her or his 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 her/his employment with the Board before the WEA 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 WEA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the WEA.

3. **Changes**

The WEA will notify the Board in writing of any changes in the list provided for in Paragraph (A) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) day 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 WEA, 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 WEA agrees to save the Board of Education harmless from any claims or expenses raised against it pursuant to the Board of Education fulfilling its contractual obligations in accordance with the terms of this Article.

ARTICLE XXXI

DURATION OF AGREEMENT

This Agreement shall be for a period of three years, commencing June 26, 2011 and ending June 30, 2014.

ARTICLE XXXII

REPRESENTATION

The Board represents that the making and execution of the Agreement had been approved by a majority of the eligible voting members of the Board at the negotiation session held on June 24, 2011. Memorialization of the agreement was made at a regular public meeting of the Board on August 4, 2011, with the final adoption of the full agreement and salary guides on September 22, 2011.

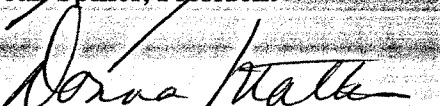
The WEA represents that the making and execution of this Agreement was authorized by its membership at a meeting of the WEA held on the 25th day of June, 2011. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

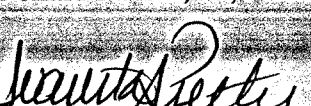
WAYNE EDUCATION ASSOCIATION

WAYNE BOARD OF EDUCATION

By: 
Sean Spiller, President

By: 
Donald Pavlak, Jr., President

By: 
Donna Halk

By: 
Juanita A. Petty,
Business Admin./Board Secretary

SCHEDULE A-1

TEACHERS' SALARY GUIDES: 2011-2012

STEP	BA	BA+15	MA	MA+15	MA+30
1	47,200	48,700	51,900	54,300	58,000
2	48,300	49,800	53,000	55,400	59,100
3	49,500	51,000	54,200	56,600	60,300
4	50,720	52,220	55,420	57,820	61,520
5	51,980	53,480	56,680	59,080	62,780
6	53,240	54,740	57,940	60,340	64,240
7	54,600	56,100	59,300	61,700	65,600
8	56,020	57,520	60,720	63,320	67,220
9	57,480	58,980	62,180	65,180	69,480
10	58,950	60,450	63,650	67,050	71,750
11	60,470	62,370	65,570	69,070	74,170
12	62,490	64,690	67,890	71,590	76,990
13	64,630	67,130	70,330	74,430	80,030
14	66,900	69,900	73,100	77,600	83,400
15	69,250	72,750	75,950	80,850	86,850
16	71,700	75,700	78,900	83,800	90,100
17	74,260	78,860	82,160	87,060	93,460
18	76,950	82,150	85,550	90,450	97,050
19	79,740	85,540	89,040	94,340	101,240
20	83,110	89,010	92,510	98,410	105,610
21	87,710	93,700	97,240	103,600	110,760
22	89,590	95,710	99,320	105,820	113,130

Placement: See Staff Advancement/Placement Chart as
Schedule A-4

Staff shall remain on their 2010-2011 Step from the beginning of the school year through December 31, 2011 and shall move up one Step on their appropriate Guide from January 1, 2012 through June 30, 2012.

SCHEDULE A-2

TEACHERS' SALARY GUIDES: 2012-2013

STEP	BA	BA+15	MA	MA+15	MA+30
1	47,200	48,700	51,900	54,300	58,000
2	48,300	49,800	53,000	55,400	59,100
3	49,500	51,000	54,200	56,600	60,300
4	50,720	52,220	55,420	57,820	61,520
5	51,980	53,480	56,680	59,080	62,780
6	53,240	54,740	57,940	60,340	64,240
7	54,600	56,100	59,300	61,700	65,600
8	56,020	57,520	60,720	63,320	67,220
9	57,480	58,980	62,180	65,180	69,480
10	58,950	60,450	63,650	67,050	71,750
11	60,470	62,370	65,570	69,070	74,170
12	62,490	64,690	67,890	71,590	76,990
13	64,630	67,130	70,330	74,430	80,030
14	66,900	69,900	73,100	77,600	83,400
15	69,250	72,750	75,950	80,850	86,850
16	71,700	75,700	78,900	83,800	90,100
17	74,260	78,860	82,160	87,060	93,460
18	76,950	82,150	85,550	90,450	97,050
19	79,740	85,540	89,040	94,340	101,240
20	83,110	89,010	92,510	98,410	105,610
21	87,710	93,700	97,240	103,600	110,760
22	89,590	95,710	99,320	105,820	113,130

Placement: See Staff Advancement/Placement Chart as
Schedule A-4

Staff shall remain on their last 2011-2012 Step from the beginning of the school year through December 31, 2012 and shall move up one Step on their appropriate Guide from January 2013 through June 30, 2013.

SCHEDULE A-3

TEACHERS' SALARY GUIDES:- 2013-2014

STEP	BA	BA+15	MA	MA+15	MA+30
U	48,900	50,400	53,600	56,000	59,700
T	49,700	51,200	54,400	56,800	60,500
S	50,900	52,400	55,600	58,000	61,700
R	52,150	53,650	56,850	59,300	62,950
Q	53,400	54,900	58,100	60,500	64,400
P	54,600	56,100	59,300	61,700	65,600
O	56,020	57,520	60,720	63,320	67,220
N	57,480	58,980	62,180	65,180	69,480
M	58,950	60,450	63,650	67,050	71,750
L	60,470	62,370	65,570	69,070	74,170
K	62,490	64,690	67,890	71,590	76,990
J	64,630	67,130	70,330	74,430	80,030
I	66,900	69,900	73,100	77,600	83,400
H	69,250	72,750	75,950	80,850	86,850
G	71,700	75,700	78,900	83,800	90,100
F	74,260	78,860	82,160	87,060	93,460
E	76,950	82,150	85,550	90,450	97,050
D	79,740	85,540	89,040	94,340	101,240
C	83,110	89,010	92,510	98,410	105,610
B	87,710	93,700	97,240	103,600	110,760
A	89,590	95,710	99,320	105,820	113,130

Placement: See Staff Advancement/Placement Chart as
Schedule A-4

Staff will remain on their last 2012-2013 Step.

SCHEDULE A-4

ADVANCEMENT/PLACEMENT CHART

(Read directly across the line to track advancement/placement.)

<u>2010-2011</u> <u>Step</u>		<u>Jan 1, 2012</u> <u>To</u> <u>Dec 31, 2012</u>		<u>Jan 1, 2013</u> <u>To</u> <u>June 30, 2014</u>
		1	⇒	U
1	⇒	2	⇒	T
2	⇒	3	⇒	S
3	⇒	4	⇒	R
4	⇒	5	⇒	Q
5	⇒	6	⇒	P
6	⇒	7	⇒	O
7	⇒	8	⇒	N
8	⇒	9	⇒	M
9	⇒	10	⇒	L
10	⇒	11	⇒	K
11	⇒	12	⇒	J
12	⇒	13	⇒	I
13	⇒	14	⇒	H
14	⇒	15	⇒	G
15	⇒	16	⇒	F
16	⇒	17	⇒	E
17	⇒	18	⇒	D
18	⇒	19	⇒	C
19	⇒	20	⇒	B
20	⇒	21	⇒	A
21	⇒	22	⇒	A

SCHEDULE A-5

2011-2012 OFFICE PERSONNEL SALARY GUIDE

Step	OP II	OP III	OP IV
1	29,500	30,200	31,600
2	30,300	31,000	32,400
3	31,100	31,800	33,200
4	32,000	32,700	34,100
5	33,200	33,900	35,300
6	34,900	35,600	37,000
7	37,200	37,900	39,300
8	39,900	40,600	42,000
9	42,800	43,500	44,900
10	45,900	46,600	48,000
11	46,818	47,532	48,960

Staff shall remain on their 2010-2011 Step from the beginning of the school year through December 31, 2011 and shall move up one Step on their appropriate Guide from January 1, 2012 through June 30, 2012.

Longevity Pay:

Commencing with the twelfth (12th) year of employment, office personnel will be entitled to \$700 in longevity pay.

Commencing with the sixteenth (16th) year of employment, office personnel will be entitled to an additional \$700 in longevity pay (a total of \$1,400).

Commencing with the twentieth (20th) year of employment, office personnel will be entitled to an additional \$700 in longevity pay (a total of \$2,100).

SCHEDULE A-6

2012-2013 OFFICE PERSONNEL SALARY GUIDE

Step	OP II	OP III	OP IV
1	29,500	30,200	31,600
2	30,300	31,000	32,400
3	31,100	31,800	33,200
4	32,000	32,700	34,100
5	33,200	33,900	35,300
6	34,900	35,600	37,000
7	37,200	37,900	39,300
8	39,900	40,600	42,000
9	42,800	43,500	44,900
10	45,900	46,600	48,000
11	46,818	47,532	48,960

Staff shall remain on their final 2011-2012 Step.

Longevity Pay:

Commencing with the twelfth (12th) year of employment, office personnel will be entitled to \$700 in longevity pay.

Commencing with the sixteenth (16th) year of employment, office personnel will be entitled to an additional \$700 in longevity pay (a total of \$1,400).

Commencing with the twentieth (20th) year of employment, office personnel will be entitled to an additional \$700 in longevity pay (a total of \$2,100).

SCHEDULE A-7

2013-2014 OFFICE PERSONNEL SALARY GUIDE

Step	OP II	OP III	OP IV
J	30,300	31,000	32,400
I	31,100	31,800	33,200
H	32,000	32,700	34,100
G	33,200	33,900	35,300
F	34,900	35,600	37,000
E	37,200	37,900	39,300
D	39,900	40,600	42,000
C	42,800	43,500	44,900
B	45,900	46,600	48,000
A	46,818	47,532	48,960

Staff will move up one Step on their appropriate Guide effective July 1, 2013 through June 30, 2014.

Longevity Pay:

Commencing with the twelfth (12th) year of employment, office personnel will be entitled to \$700 in longevity pay.

Commencing with the sixteenth (16th) year of employment, office personnel will be entitled to an additional \$700 in longevity pay (a total of \$1,400).

Commencing with the twentieth (20th) year of employment, office personnel will be entitled to an additional \$700 in longevity pay (a total of \$2,100).

SCHEDULE A-8

OFFICE PERSONNEL CONVERSION CHART

<u>2010-2011</u> <u>Step</u>		<u>Jan 1, 2012</u> <u>To</u> <u>June 30, 2013</u>		<u>July 1, 2013</u> <u>To</u> <u>June 30, 2014</u>
		1	⇒	J
1	⇒	2	⇒	I
2	⇒	3	⇒	H
3	⇒	4	⇒	G
4	⇒	5	⇒	F
5	⇒	6	⇒	E
6	⇒	7	⇒	D
7	⇒	8	⇒	C
8	⇒	9	⇒	B
9	⇒	10	⇒	A
10	⇒	11	⇒	A

Schedule B

Coaches Salary Guide (2011-12 through 2013-2014)

2011-2014

Step Rate

Group A

Football

Head 1S

1 10,710

2 10,940

3 11,400

4 11,800

Assistant 6S

1 6,100

2 6,350

3 6,650

4 6,980

Group B

Basketball Boys, Basketball Girls, Baseball, Softball, Soccer Boys

Head 1S

1 7,400

2 7,700

3 8,050

4 8,440

Assistant 2S

1 5,480

2 5,710

3 5,980

4 6,180

Wrestling, Soccer Girls, Field Hockey, Ice Hockey & Lacrosse

Head 1S

1 7,400

2 7,700

3 8,050

4 8,440

Assistant. 1S

1 5,480

2 5,710

3 5,980

4 6,180

Schedule B

Coaches Salary Guide (2011-12 through 2013-2014)

2011-2014

Step Rate

Group B

Track Boys, Track Girls

Head

1S

1 7,400

2 7,700

3 8,050

4 8,440

Assistant 2.5S

1 5,480

2 5,710

3 5,980

4 6,180

Group C

Cross Country, Swimming Boys, Swimming Girls, Winter track, Volleyball Boys, Volleyball Girls

Head

1S

1 6,040

2 6,270

3 6,600

4 6,920

Assistant 1S

1 5,240

2 5,440

3 5,640

4 5,860

Group D

Fencing Boys, Fencing Girls, Gymnastics, Skiing Boys, Skiing Girls, Tennis Boys, Tennis Girls

Head

1S

1 5,930

2 6,180

3 6,430

4 6,680

Assistant 1S

1 5,060

2 5,280

3 5,500

4 5,750

Schedule B

Coaches Salary Guide (2011-12 through 2013-2014)

		2011-2014	
		Step	Rate
		Group E	
<i>Golf</i>	<i>1S</i>		
		1	5,120
		2	5,470
		3	5,840
		4	6,200
<i>Bowling Boys, Bowling Girls</i>	<i>1S</i>		
		1	4,000
		2	4,200
		3	4,400
		4	4,700
<i>Strength (3 Seasons)</i>	<i>1S</i>		
		1	2,650
		2	2,800
		3	2,950
		4	3,140

SCHEDULE C

EXTRA-CURRICULAR SALARY GUIDES (2011-2012 through 2013-2014)

	2011-2014	
	Step	Rate
High School		
<i>Student Council</i>	4D	
	1	4,820
	2	5,120
	3	5,420
	4	5,870
<i>Newspaper (4 Issues)</i>	2D	
	1	5,250
	2	5,450
	3	5,600
	4	5,750
<i>Class Advisors</i>	16D	
	1	3,200
	2	3,300
	3	3,410
	4	3,530
<i>Literary Review</i>	2D	
	1	4,300
	2	4,500
	3	4,650
	4	4,750
<i>Yearbook</i>	2D	
	1	7,500
	2	7,900
	3	8,300
	4	8,600
<i>Fall School Production</i>	2D	
	1	4,400
	2	4,650
	3	4,825
	4	5,000
<i>Spring School Production – Director</i>	2D	
	1	5,650
	2	5,800
	3	5,950
	4	6,100
<i>Spring School Production - Asst.</i>	2D	
	1	2,950
	2	3,050
	3	3,150
	4	3,300

SCHEDULE C

EXTRA-CURRICULAR SALARY GUIDES (2011-2012 through 2013-2014)

	2011-2014	
	Step	Rate
High School		
<i>Choral Music</i>	2D	
	1	4,900
	2	5,000
	3	5,150
	4	5,400
<i>Marching Band Director</i>	2D	
	1	5,650
	2	5,850
	3	6,050
	4	6,270
<i>Assistant to Band Director</i>	2D	
	1	3,400
	2	3,550
	3	3,700
	4	3,870
<i>Marching Band Drill Instructor</i>		
	1	1,650
	2	1,720
	3	1,800
<i>Drill Instructor</i>		
	1	1,430
	2	1,500
	3	1,570
<i>Assistant Drill Instructor</i>		
	1	720
	2	760
	3	810
<i>Cheerleading -- Varsity (Fall)</i>	2D	
	1	2,650
	2	2,800
	3	2,950
	4	3,100
<i>Cheerleading -- Jr. Varsity (Fall)</i>	2D	
	1	2,350
	2	2,550
	3	2,650
	4	2,800

SCHEDULE C

EXTRA-CURRICULAR SALARY GUIDES (2011-2012 through 2013-2014)

2011-2014

Step Rate

High School

Cheerleading - Freshman (Fall) 2D

1 2,250
2 2,400
3 2,550
4 2,700

Cheerleading -- Varsity (Winter) 2D

1 2,650
2 2,800
3 2,950
4 3,100

Cheerleading -- Jr. Varsity (Winter) 2D

1 2,350
2 2,500
3 2,650
4 2,800

Cheerleading -- Freshman (Winter) 2D

1 2,250
2 2,400
3 2,550
4 2,700

SAA/Student Dance Association: Head 2D

1 4,000
2 4,250
3 4,450
4 4,750

SAA/Student Dance Association: First Assistant 2D

1 2,900
2 3,000
3 3,150
4 3,300

SAA/Student Dance Association: Second Assistant 2D

1 2,900
2 3,000
3 3,150
4 3,300

Twirlers/Color Guard 2D

1 3,350
2 3,450
3 3,650
4 3,900

SCHEDULE C

EXTRA-CURRICULAR SALARY GUIDES (2011-2012 through 2013-2014)

2011-2014
Step Rate

High School

Honor Society

1	4,700
2	4,900
3	5,100
4	5,300

SCHEDULE C

EXTRA-CURRICULAR SALARY GUIDES (2011-2012 through 2013-2014)

	2011-2014	
	Step	Rate
High School		
<i>Central Treasurer 2D</i>		
	1	4,700
	2	4,900
	3	5,100
	4	5,300
<i>Model U.N.</i>		
	2D	
	1	4,450
	2	4,550
	3	4,700
	4	4,950
<i>Jazz Band</i>		
	2D	
	1	3,450
	2	3,550
	3	3,750
	4	4,030
<i>Future Business Leaders of America 2D</i>		
	1	3,250
	2	3,400
	3	3,600
	4	4,000
<i>Future Bus. Leaders of America - Assistant over 50 students. 2D</i>		
	1	1,700
	2	1,770
	3	1,850
	4	1,960
<i>Future Teachers of America</i>		
	2D	
	1	3,150
	2	3,250
	3	3,400
	4	3,600
<i>Computer supervision</i>		
	2D	
	1	2,000
	2	2,060
	3	2,130
	4	2,210
<i>Zonta Club/S.M.I.L.E.</i>		
	2D	
	1	2,650
	2	2,750
	3	2,850
	4	3,080

SCHEDULE C

EXTRA-CURRICULAR SALARY GUIDES (2011-2012 through 2013-2014)

2011-2014
Step Rate

High School

Student Dance

2D

1 3,030

2 3,130

3 3,280

4 3,480

Junior Statesmen 2D

1 3,150

2 3,250

3 3,400

4 3,650

Language Club

8D

1 2,450

2 2,540

3 2,640

4 2,740

Drama & Theater Arts Advisor 2D

1 4,050

2 4,150

3 4,300

4 4,500

Academic Competition 4D

1 3,700

2 3,800

3 3,950

4 4,150

Peer Leader Advisor 2D

1 6,150

2 6,300

3 6,450

4 6,680

Interact Club 2D

1 2,280

2 2,380

3 2,480

4 2,630

Robotics 2D

1 3,000

2 3,600

3 4,200

4 4,800

SCHEDULE C

EXTRA-CURRICULAR SALARY GUIDES (2011-2012 through 2013-2014)

	2011-2014	
	Step	Rate
<hr/>		
High School		
<i>Strings 2D</i>		
	1	3,450
	2	3,550
	3	3,750
	4	4,030
<i>Video Club 2D</i>		
	1	5,550
	2	5,700
	3	5,900
	4	6,100
<i>Winterguard Millennium</i>		2,730
<i>Social Eyes</i>		1,600
<i>Social Eyes Assistant</i>		980
<hr/>		
Middle School		
<i>Academic Competition 3D</i>		
	1	2,350
	2	2,650
	3	2,900
	4	3,150
<i>Class Advisors</i>	9D	
	1	2,480
	2	2,580
	3	2,680
	4	2,780
<i>Student Council</i>	3D	
	1	2,450
	2	2,600
	3	2,770
	4	2,960
<i>Team Leader</i>	18D	
	1	1,950
	2	2,050
	3	2,150
	4	2,350
<i>Bus Duty</i>	9D	
	1	2,350
	2	2,450

SCHEDULE C

EXTRA-CURRICULAR SALARY GUIDES (2011-2012 through 2013-2014)

	2011-2014	
	Step	Rate
<hr/>		
Middle School		
<i>Newspaper</i> 3D		
	1	2,370
	2	2,490
	3	2,650
	4	2,850
<i>Yearbook</i> 3D		
	1	2,900
	2	3,050
	3	3,230
	4	3,420
<i>Productions: Plays, Musicals</i> 6D		
	1	3,230
	2	3,430
	3	3,630
	4	3,830
<i>Instrumental & Vocal</i> 15D		
	1	2,300
	2	2,400
	3	2,550
	4	2,700
<i>Head Counselor</i> 3D		
	1	2,500
	2	2,600
	3	2,700
	4	2,800
<i>Un-Named Clubs – Nonathletic</i> 12D		
	1	1,450
	2	1,575
	3	1,700
<hr/>		
Elementary School		
<i>All Wayne Band</i> 2D		
	1	3,050
	2	3,150
	3	3,250
	4	3,400
<i>All Wayne Chorus</i> 2D		
	1	3,050
	2	3,150
	3	3,250
	4	3,400

SCHEDULE C

EXTRA-CURRICULAR SALARY GUIDES (2011-2012 through 2013-2014)

2011-2014

Step Rate

Elementary School

Accompanist Chorus 1D

1 2,650

2 2,750

3 2,850

4 2,950

Concerts (per concert) 16D

1 610

2 640

3 680

4 720

Special Olympics 4D

1 2,700

2 2,800

3 2,900

4 3,020

Peer Leader/Advisor 9D

1 1,600

2 1,720

3 1,850

Dismissal Duty 18D

1 2,350

2 2,450

Family Math

1,320

Family Science

1,320

Mother/Daughter Night

90

Father/Son Night

90

Family Literacy

1,320

Family Art

1,320

SITE

945

Miscellaneous Positions

Tech Resource

4,650

Paraprofessional sub coordinator

5,670

Peer Mediation

3,700

SCHEDULE D

SALARY SCHEDULE

ATTENDANCE OFFICERS

STEP	2011-2012	2012-2013	2013-2014
1			
2			
3			
4			
5			
6			
7			
8			
9			
10	\$61,264	\$62,489	\$63,427

Longevity:

Commencing with the twelfth (12th) year of employment, all employees will be entitled to 1.5% of their current salary.

Commencing with the sixteenth (16th) year of employment, all employees will be entitled to 3.0% of their current salary.

Commencing with the twentieth (20th) year of employment, all employees will be entitled to an additional 4.5% of their current salary.

SCHEDULE E

**BEDSIDE TEACHING, DRIVER EDUCATION,
CURRICULUM WORK & CHAPERONING SALARY GUIDE**

	2011-2012	2012-2013	2013-2014
DRIVER EDUCATION	\$34.00/period	\$34.00/period	\$35.00/period
BEDSIDE	\$39.00/period	\$40.00/period	\$40.00/period
CURRICULUM DEVELOPMENT	\$49.00/hour	\$50.00/hour	\$51.00/hour
CLASS COVERAGE (M.S. & H.S.)	\$40.00/period	\$41.00/period	\$41.00/period
CLASS COVERAGE (E.S.)	\$35.00/period	\$35.00/period	\$36.00/period
CHAPERONING/day	\$81.00/day	\$82.00/day	\$84.00/day

SCHEDULE F

SALARY SCHEDULE

LICENSED PRACTICAL NURSES

School Year	Minimum Salary	Maximum Salary
2011-2012	\$22.94	\$26.78
2012-2013	\$23.40	\$27.31
2013-2014	\$23.75	\$27.72

ADDENDUM 1

WAYNE BOARD OF EDUCATION

GROUP NO. 7231

NEW JERSEY DENTAL SERVICE PLAN, INC.

NEGOTIATED PACKAGE FOR DENTAL

UCR RATE CONCEPT

Effective 9/1/82

Single Coverage

100% Preventive & Diagnostic

50% Remaining Basic

50% Prosthodontic

\$1,200 Maximum per patient calendar year

\$25.00 deductible effective 1/1/83 not applied to Preventive & Diagnostic

Effective 9/1/83

Family Coverage

100% Preventive & Diagnostic

50% Remaining Basic

50% Prosthodontic

50% Orthodontic (covered through the calendar year in which they attain age 23)

\$800 Maximum Orthodontic

\$1,200 Maximum per calendar year, separate from maximum for Orthodontic stated above

\$25.00 deductible, \$75.00 family aggregate, not applied to Preventive & Diagnostic

Effective 9/1/84

Family Coverage

100% Preventive & Diagnostic

70 Remaining Basic

50% Prosthodontic

50% Orthodontic

\$800 Maximum Orthodontic

\$1,200 Maximum per calendar year, separate from maximum for Orthodontic stated above

\$25.00 deductible, \$75.00 family aggregate, not applied to Preventive & Diagnostic

ADDENDUM 2

VISION CARE SERVICES

Vision Care Service is an additional covered medical expense for the services described below. The dollar amounts shown for each service are the maximum amount that will be considered as a Covered Medical Expense. Effective July 1, 1997 there shall be a cap on the maximum aggregate reimbursement benefit available each year for all Vision Care Services contemplated under this Addendum 2 of \$110.00 per person and \$220.00 for a family, inclusive of:

1. A comprehensive medical eye examination by a licensed physician, including prescription of medical and lenses, diagnosis and treatment programs and verification of lenses as needed.
2. A vision survey and analysis performed by an optometrist acting within the scope of his license, including prescription of lenses as needed.
3. Lenses and frames (including services for fitting and adjustment); and also contact lenses but only if medically required.

Maximum

Frames.....	\$ 15.00
Lenses (per Pair)	
Single Vision	\$ 15.00
Bifocal (Single)	\$30.00
(Double).....	\$60.00
Trifocal	\$45.00
Aphakic lenses	
Glass	\$40.00
Plastic.....	\$90.00
Aspheric.....	\$115.00
Case Hardening.....	\$3.00
Contact Lenses (including fitting, training and lifetime warranty)	\$140.00

The maximum allowance for any unlisted covered service will be determined by Blue Cross and Blue Shield on the basis of comparative severity of such service.

Notwithstanding any change to Addendum 2 to the contrary, an employee shall receive a maximum allowance of \$110.00 every two years for lenses and frames including service for fittings and adjustments provided that the employee has not submitted any other claims for frames or lenses under the above schedule during the said two (2) year period.

VISION CARE BENEFITS WILL NOT BE PROVIDED FOR:

- Service required by an employer as a condition of employment or rendered through a medical department, clinic, or other similar services provided or maintained by an employer.
- Contact lenses for cosmetic, convenience or any other purpose, except if medically necessary in lieu of regular frames and lenses; sunglasses, even by prescription.
- The replacement of frames or the replacement of lenses if benefits for such purchase were provided under the Program, within the twelve months from the date of purchase.

Coverage will not include care of lenses and frames prescribed prior to the effective date of coverage under this Program or for services rendered after the date coverage ends, but lenses and frames ordered prior to such termination and delivered within thirty-one (31) days from such date will be covered.

ADDENDUM 3

ADDITIONAL MEDICAL SERVICES

Blue Cross and Blue Shield services for pathology, diagnostic X-ray examinations and/or radioactive isotope diagnostic studies have a combined maximum of \$250.00 per benefit year.

APPENDIX A

POSITION	SUPERVISOR
Administrative Assistant, Office of Superintendent	Superintendent
Secretarial Pool Clerk/Switchboard Operator/ Receptionist	Administrative Assistant to Superintendent
Switchboard Operator/Receptionist/Absentee Records	Administrative Assistant to Superintendent
Personnel Registrar	Director of Human Resources
Administrative Assistant, Office of Director of Human Resources	Director of Human Resources
Secretary for Securing Substitutes	Director of Human Resources
Payroll/Bookkeeper	School Business Administrator
Payroll/Sub. Time Sheets/Unemployment Claims	School Business Administrator
Payroll Registrar/Employee Benefits	School Business Administrator
Payroll/Accounts Payable Secretary	School Business Administrator
Accounts Payable Bookkeeper	School Business Administrator
General Secretary/Permits	School Business Administrator
Business Office Clerk	School Business Administrator
Secretary, Facilities Manager	Facilities Manager
General Secretary, Building Services	Facilities Manager
Secretary to Coordinator	Technology Coordinator
Secretary, Media Services	Technology Coordinator
Media Clerk	Principal, Senior High School
Secretary to Principal/Office Manager	Principal, Senior High, Middle and Elementary Schools
Guidance Secretary	Head of Guidance, Senior and Middle Schools
Guidance Clerk	Head of Guidance, Senior High Schools
General Office Secretary	Principal, Senior High and Middle Schools
Secretary, Adult Education	Coordinator of Community Programs
Secretary, Transportation	Supervisor of Transportation

POSITION**SUPERVISOR**

Secretary, Special Services	Coordinator of Special Services
Secretary, The Learning Center/Ryerson	Coordinator of Special Services
General Secretary, Special Services	Coordinator of Special Services
Secretary, Health Services	Supervisor of Health Services
Secretary	Athletic Director
Secretary	Director of Elementary Education
Secretary	Director of Secondary Education

SSE

C

Schwartz Simon
Edelstein & Celso LLC

ATTORNEYS AT LAW

100 South Jefferson Road ■ Suite 200 ■ Whippany, New Jersey 07981

Tel: 973.301.0001 ■ Fax: 973.993.3152 ■ www.sseclaw.com

Please Reply to Whippany Office

October 6, 2011

RECEIVED

OCT 12 2011

BUSINESS OFFICE

Andrew B. Brown, Esq.
ABrown@sseclaw.com

Sean Spiller, President
Wayne Education Association
551 Valley Road
Wayne, NJ 07470

RE: 2011-14 Agreement with the Wayne Board of
Education

Dear Mr. Spiller:

This will confirm the understanding of the Wayne Board of Education and its Administrative Team and the Wayne Education Association with respect to paragraph 4 of the Memorandum of Agreement signed by their Negotiating Committees on June 24, 2011.

Specifically, that paragraph provides

The Board will retain the right to establish an 8 period day at the high school and middle school. The teacher day will not be increased in length. Teacher will have a duty free lunch and a preparation period and a duty period. Lunch duty may be possible at the middle school. The Board and Association will meet by October 15, 2011 to address the issues related to an eight period day and work towards an agreement concerning them.

The Association has asked that this paragraph not be included in the final contract document for the 2011 -14 term since it does not reflect specific terms of employment for its members. The Board has agreed not

Monmouth County Office:
121 Monmouth Street
Suite C
Red Bank, New Jersey
07701
973.301.0001

New York Office:
415 Madison Avenue
16th Floor
New York, New York
10017
212.752.5258

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Sean Sipller, President

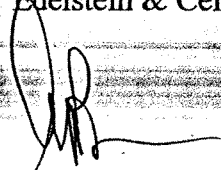
October 6, 2011

Page 2

to include it. The parties have agreed to include it at the end of the final document. The Board and Association both acknowledge their obligations set forth in this paragraph and will diligently work to achieve its stated goal. Any agreements ultimately reached will be incorporated into a negotiated contract document.

Very truly yours,

Schwartz Simon
Edelstein & Celso LLC



Andrew B. Brown
A Member Of The Firm

ABB:mab

cc: Michael Roth, Interim Superintendent
Juanita Petty, School Business Administrator/Board Secretary