

AGREEMENT

between the

BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE

PASSAIC COUNTY, NEW JERSEY

and

THE WAYNE ADMINISTRATORS' COUNCIL

TOWNSHIP OF WAYNE, PASSAIC COUNTY, NEW JERSEY

JULY 1, 2003

to

JUNE 30, 2006

Approved by the Wayne Township Board of Education

TABLE OF CONTENTS
 AGREEMENT
 WAYNE ADMINISTRATORS' COUNCIL/WAYNE BOARD OF EDUCATION

			<u>PAGE</u>
ARTICLE	I	REPRESENTATION	3
ARTICLE	II	ASSOCIATION RIGHTS AND PRIVILEGES	3
ARTICLE	III	GRIEVANCE PROCEDURE	3
ARTICLE	IV	MANAGEMENT RIGHTS	5
ARTICLE	V	LEAVES	6
		Sick Leave	
		Bereavement Leave	
		Personal Leave	
		Family Illness Days	
		Maternity	
		Child Rearing	
		Sabbatical	
ARTICLE	VI	VACATION, HOLIDAYS AND WORK YEAR	13
ARTICLE	VII	SALARY AND BENEFITS	16
ARTICLE	VIII	NEW APPOINTEES	21
ARTICLE	IX	PROFESSIONAL DEVELOPMENT	23
ARTICLE	X	MISCELLANEOUS PROVISIONS	27
		Fully Bargained Clause	
		Modification	
		Waiver	
		Protection of Property	
		Separability	
		Effect of Agreement	
ARTICLE	XI	NEGOTIATION OF SUCCESSOR AGREEMENT	29
ARTICLE	XII	TERMS	29
		SIGNATURES	30

ARTICLE I

REPRESENTATION

The WAYNE ADMINISTRATORS' COUNCIL has agreed to enter into a formal agreement with the WAYNE TOWNSHIP BOARD OF EDUCATION. The WAYNE ADMINISTRATORS' COUNCIL may hereinafter be referred to as WAC. The term "unit member" shall herein after refer to all employees represented by WAC.

ARTICLE II

ASSOCIATION RIGHTS AND PRIVILEGES

The WAC shall be allowed reasonable use of school telephones and school mail facilities, provided, however, said use shall not include inflammatory or derogatory material.

ARTICLE III

GRIEVANCE PROCEDURE

It is agreed that the following grievance procedure will become operational during the life of the contract:

A. Any individual member of the Administrators' Council shall have the right to appeal any alleged violation of this Agreement which affects terms and conditions of employment. Any person presenting a question or appeal in matters covered by this Agreement shall be free from restraint, interference, coercion discrimination or reprisal by the Board, the Administration and WAC as a result of said questions or appeal provided, however, that nothing herein contained shall be construed to permit or authorize any interference with the

relationship between the WAC and its individual members. Members shall have the right to present their own appeal, or to designate representatives of the local Administrator's Council or another person of their own choosing to appear with him/her at any step in his/her appeal. The unit may have a representative other than the aggrieved person at every meeting concerning a grievance.

B. The initial appeal shall be in writing and a discussion shall be held with the individual's superior within five (5) school days.

C. If, as a result of the discussion, the matter is not resolved to the satisfaction of the principal and/or vice-principal, he/she shall set forth the complaint in writing to his/her immediate supervisor with five (5) school days. The supervisor shall communicate his/her decision to the principal and/or vice-principal and the Superintendent of Schools in writing with five (5) school days.

D. The principal and/or vice principal may appeal the supervisor's decision to the Superintendent of Schools or the appropriate line designee. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based within five (5) school days of the supervisor's action. The Superintendent shall request a report on the grievance from the supervisor; shall confer with the concerned parties, and upon request, confer with the

employee or supervisor separately with ten (10) days or receipt of the aggrieved party's request.

The superintendent shall attempt to resolve the matter as quickly as possible. The Superintendent shall communicate the decision in writing, along with supporting reasons, to the employee and the supervisor within ten (10) school days.

E.Again, if satisfaction is not obtained by either party an appeal by the employee or the supervisor may be presented, in writing, to the Board of Education, through the Superintendent of Schools, within five (5) school days. If requested, the Board shall review the grievance by holding a closed hearing within ten (10) school days and render a decision in writing within five (5) school days.

F.Any grievance, whether based upon action or inaction, not presented to an administrator's immediate superior with twenty (20) days from the date of the occurrence shall not be entitled to proceed under this grievance procedure and the aggrieved party or parties shall be unconditionally barred from relief thereafter.

G.At all levels, matters will be handled promptly and expeditiously.

ARTICLE IV

MANAGEMENT'S RIGHTS

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 in 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.to take whatever actions may be necessary to carry out the responsibilities of the school district in situations of emergency.
- G.to take any and all such actions contemplated by this Article in its sole discretion provided such actions are not arbitrary, capricious and unreasonable, unless a different standard is imposed by law or the specific language of this Agreement.

ARTICLE V

LEAVES

Absences of all administrative personnel shall be governed by applicable law and, to the extent not inconsistent therewith, the following details provisions:

A. SICK LEAVE

Thirteen (13) sick days with full pay shall be allowed for each school year. Principals and vice-principals hired after July

1, shall be entitled to sick leave on a prorated basis. These shall be cumulative in nature without limit. In the case where absence due to illness of a principal and/or vice-principal is of greater duration than accumulated sick leave, this situation may be referred to the Board of Education for special consideration. If an employee has been hired after the school year has commenced or has notified the Board that he/she is either resigning during the school year or taking a leave of absence (excluding a sabbatical leave of absence) for a part of the school year and the employee had not otherwise utilized his/her annual allotment of sick days prior thereto, then sick leave shall be prorated for each month that he/she is employed during the school year in question.

B. BEREAVEMENT LEAVE

Bereavement leave as follows:

1. Spouse, child, parent, grandparent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, or any other member of the 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 recorded in accordance with administrative procedure.

C. PERSONAL LEAVE

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.

3.These days must be recorded in accordance with administrative procedure.

4.The following are to be discouraged:

Personal days before or after vacations or holidays.

Taking half (1/2) days.

5.Any personal days not used during any one year will be added to the accumulated sick days of the WAC unit member for use during subsequent years. Unused personal days shall not, however, be included in accumulated sick days for purposes of reimbursement as may be provided for in this Agreement.

6.Except in cases of emergency, administrators shall be required to obtain prior approval from the Superintendent or his/her designee in advance of the use of personal days. Such approval shall not be

unreasonably withheld.

D. FAMILY ILLNESS DAYS

1. All principals and vice-principals shall be granted three (3) family illness days each year, subject to verification of need by the Board.

2. Family is defined as spouse, child, parent, grandparent, grandchild, brother, sister, mother-in-law, father-in-law or any other member of immediate household.

E. MATERNITY

1. A pregnant employee shall be deemed to be sick and may utilize accumulated sick days for purposes of the Article during a period of thirty (30) calendar days before and thirty (30) calendar days after termination of pregnancy. All other claims for sick leave based on pregnancy shall be supported by a detailed, physician's certification which shall state the reason(s) that the employee is sick and unable to perform duties.

2. A pregnant employee shall notify her immediate supervisor in writing as soon as practical after her pregnancy condition has been established. Such notice shall include a physician's certification of pregnancy, the anticipated date of delivery, and the anticipated leave date. At the earliest practical time, the employee must notify the Director of Personnel in writing certified by her physician, of the termination date and

the date for utilization of accumulated sick leave. A pregnant employee may continue working as long as her condition permits. If, in the Board's opinion, her job performance is being adversely affected by the pregnancy (including any adverse impact on the educational process), the Board may require the employee to take a leave. The Board may also, in its sole discretion, require a physician's certificate as to the ability of the employee to continue her employment.

F.CHILD REARING

- 1.An administrator may opt for a child care leave for care of his/her minor child. Such leave shall be without pay.
- 2.In the case of non-tenured administrators, child care leave may not extend beyond the contractual year in which leave commenced. In the case of tenured administrators, 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 administrator 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 administrator may agree upon, so that the Board may provide for continuity in the educational process.

4. An administrator 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 in July, the administrator will return to work the following July. Should an administrator fail to return, his/her leave will automatically terminate and shall be considered to have abandoned his/her position.
5. No administrator may elect child care leave for three (3) years after the termination of preceding child care leave unless it is to care for a newborn child.
6. During child care leave, an administrator may not hold other regular employment, or the child care leave will automatically terminate.
7. At the end of a child care leave, an administrator shall at his/her request, be offered his/her former position unless that position has been abolished by the Board. If the administrator's former position has been abolished by the Board, he/she shall be offered a position within his/her scope of certification.

G. SABBATICAL

The Board may, within its sole discretion grant administrative

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

1. Sabbatical leaves may be granted for study at a properly accredited university or college.
2. Sabbatical leaves may be approved for one-half (1/2) year at full pay or a full year at one-half (1/2) pay. The successful applicant shall be allowed an amount not to exceed fifteen dollars (\$15.00) per day based on unused sick leave, accumulated in a seven (7) year period, determined at the rate of ten (10) days per year. The amount is to be used to defray tuition and fee costs required for study. This calculation shall not be construed to diminish the days of leave available to the successful applicant upon his/her return.
3. The total number of approved sabbatical leaves shall not exceed one unit member of the school district's principals or vice-principals in any one year except at the option of the Board upon special recommendation of the Superintendent.
4. Personnel who have not had sabbatical leave in the Wayne school system shall be given preference over those who have.
5. Evidence of satisfactory study or work must be filed with the Superintendent for inclusion with the individual's

personnel record.

6.All applications for sabbatical leave must be presented to the Superintendent no later than the first day of February of each year.

7.Applicants must agree in writing to serve at least two (2) full academic years in the Wayne Schools following the leave or reimburse the Board of Education for the amount received while on leave, upon the date of resignation. The amount due shall, to the extent possible be deducted from any benefit that the WAC member may be entitled to under the terms of this Agreement.

ARTICLE VI

VACATION, HOLIDAYS AND WORK YEAR

A. ELIGIBILITY

1.Any person appointed to a principal and/or vice-principal position on or prior to August 1 and who hold this position until 30 June of the following year shall be eligible for twenty (20) vacation days with full pay during the following contract year. Any person appointed after 1 August will be eligible for a vacation on a prorated basis at the rate of two (2) days per month worked in a given year, not to exceed twenty (20) days.

2.Persons with one (1) and up to and including five (5) years

experience as a principal or vice-principal in the Wayne School System shall be entitled to twenty (20) vacation days as outlined in Paragraph VI-A above. Persons with over five (5) years experience as a principal or vice-principal in the Wayne School System shall be entitled to five (5) vacation days with full pay in addition to twenty (20) vacation days as outlined in the paragraph above. This paragraph shall not apply to any principal or vice-principal hired after June 30, 1989.

3. Administrators shall be required to obtain prior approval from the Superintendent or his/her designee for the use of vacation days. Such approval shall not be unreasonably withheld.

B. WORK YEAR

1. The work year for administrators shall be 245 days. This work year accounts for all holidays and recess days as described below, but does not account for the use of vacation days pursuant to Article VI (A) above.

2. Administrators shall be entitled to the following paid holidays: Labor Day; Columbus Day; Election Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve; Christmas Day; New Year's Eve; New Year's Day; Martin Luther King's Birthday; Lincoln's Birthday; Washington's Birthday; Good Friday;

Memorial Day; and Independence Day. Should any of these holidays fall on days when schools are scheduled to be open, administrators shall report to work and receive one floating holiday for each such day. Floating holidays must be used before the end of the school year (June 30th) in which they occur. Use of floating holidays requires the prior approval of the Superintendent or his/her designee, which approval shall not be unreasonably withheld. If there are less than five (5) administrator work days between the teachers' last work day and June 30th, up to two (2) floating holidays may be carried over by each administrator for use during the following summer months (July and August). Floating holidays not used within the time frame described herein shall be forfeiture.

C. TERMINATION

Should employment voluntarily terminate during the school year, the prorated portion of earned vacation days will be paid in lieu of vacation due. In such cases where an administrator retires from the Wayne Township Public System before June 30, appropriate vacation salary will be paid by extending the termination date to cover the accrued vacation time. Payment in lieu of vacation usage due may be made upon written request by the administrator and approval of the Board.

D. APPROVAL

Vacations may not be taken during the period beginning with the re-opening of the Board offices after summer closing and the beginning of the school year. Prior to May 1st the principal and vice-principal shall provide written notification of summer vacation periods to the Superintendent or his designee.

The Superintendent or designee shall retain the prerogative of altering the schedule according to the needs of the district.

A principal or vice-principal may elect to utilize portions of his vacation time at other than the traditional summer period. Any vacation time requested while schools are in session shall require the approval of the Superintendent of Schools or his designee.

E. CUMULATIVE LIMITATION

Up to ten (10) earned vacation days may be accumulated per fiscal year. Accumulated vacation days must be taken by the end of the traditional summer period ending in August of the second fiscal year following the fiscal year in which they are earned. If not taken by that time they shall be forfeited. All other earned vacation days shall be used before the end of the fiscal year following the fiscal year wherein these days were earned, in accordance with Section "A" of this Article, and no pay shall be given in lieu of unused vacation days.

If the needs of the district require the Superintendent to deny a principal's or vice-principal's vacation request, then the principal or vice-principal shall be permitted to accumulate more than ten (10) earned vacation days. The principal or vice-principal shall be permitted to accumulate these additional days only, for use in future years, or be paid, in the Board's exclusive discretion.

ARTICLE VII

SALARY AND BENEFITS

A. SALARY

1. See Addenda A-1, A-2 and A-3 (THE WAYNE ADMINISTRATORS' COUNCIL SALARY GUIDES.) These salary guides reflect a three percent (3.8%) salary increase in each of three years, inclusive of increment.
2. Each WAC member employed with the Wayne Township Public Schools on or before June 30, 2003 will receive an annual stipend of \$1,000.00. This stipend will be non-pensionable. The pensionability of this stipend will be reopened prior to the close of the second year of this agreement.
3. Doctorate - A stipend of One Thousand Dollars (\$1,000) shall be added to the regular step of an administrator who has received his/her doctorate. This stipend shall be divided into equal parts and shall be included along with the regular salary for each pay period. To be

eligible for the Doctoral Stipend, the administrator shall present evidence of having been conferred an earned doctorate by an accredited college or university.

4. Pay Periods

The total annual salary for a given year and based as shown in Addenda A-1, A-2 and A-3 will be paid over a twenty-four (24) pay period schedule, semi-monthly, beginning July 1, and ending June 30 of the following year.

5. Deduction from Salary

The Board has no obligation to make deductions, or entertain in the future any request by the W.A.C. to effect deductions, from any administrator's salary for the payment of association dues or voluntary contributions to charitable organizations and/or educational institutions.

B. PAYMENT FOR ACCUMULATED SICK LEAVE

The Board agrees that it will consider individual requests for payment for accumulated sick days upon retirement subject to the following limits:

1. Not more than four (4) individuals shall be eligible for the benefit described in this Article VII (B) for the duration of this agreement.
2. Each individual payment shall not exceed \$18,000.
3. Ninety (90) days' advance notification shall be required.

4.The individual shall have a minimum of fifteen (15) years service in the Wayne Public Schools and Board consideration will occur only upon actual certified age service retirement pursuant to the Teachers' Pension and Annuity Fund.

5.The benefit described in this Article VII (B) shall be available to administrators who were employed by the Wayne Township Public Schools on or before June 30, 2003 and whose retirements are effective before or during the 2006-2007 school year, as long as their notices of retirement are submitted to, and accepted by, the Board during the term of this Agreement. For all other purposes, however, this Article VII (B) shall exist only for the term of this Agreement and shall terminate on June 30, 2006.

C. INSURANCE

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

1.Full-time principals and vice-principals shall be provided individual and family hospitalization and medical, dental, prescription and vision coverages.

2.Full-time is hereby defined as thirty (30) hours or more.

3.Prescription Drug Plan with a \$10.00 co-pay for individual employees and their families. Co-payments cannot be

claimed for reimbursement under Major Medical.

4.A deductible of \$200 per person and \$400 per family per year shall apply to all medical expenses payable under the insurance coverages described herein.

5.A Preferred Provider Network ("PPO"), Blue Review and Green Spring Review shall be imposed on health insurance plans offered by the Board to eligible employees and family members. The PPO provides a comprehensive major medical program with IN NETWORK AND OUT OF NETWORK benefits. Blue Review encompasses ancillary hospital and medical appropriateness review. Green Spring Review encompasses mental health and substance abuse pre-admission review and medical appropriateness review.

6.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.

7. 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.

8. According to the attached Addendum B, the Board of Education shall provide dental insurance under a UCR Fee Program for the individual employee, and for the full family. The Board's maximum contribution shall be the amount required to be paid per year for employee only coverage and for supercomposite coverage effective for June 30, 2000.

9. Usual and customary rates (UCR) for all coverage.

10. Vision services as referred to above, shall be contained in Addendum C and all of the other above referenced services shall be contained in Addendum D.

11. All dependent-child coverage shall end on the dependent-child's twenty-first (21st) birthday, except that coverage shall not end until the dependent-child's twenty-third (23rd) birthday if the dependent child is enrolled in college full-time. Documentation of full-time enrollment in college and/or dependency shall be furnished annually by all covered persons.

D. TRAVEL REIMBURSEMENT

Principals or vice-principals who must use their automobiles in the course of their job shall be reimbursed the maximum permissible under the internal revenue code.

ARTICLE VIII

NEW APPOINTEES

The following remuneration procedures shall apply regarding newly appointed principals and/or vice-principals:

A. FROM WITHIN THE SYSTEM

1. New Appointees

a. Any staff member presently under a non-administrative contract who is appointed to a principal and/or vice-principal contract on or after 1 September of any school year, shall for the balance of that school year only receive the following prorated monthly salary:

Base

As specified under the immediately preceding contract:

Plus

One-twelfth of the difference between the immediately preceding contract and the new contract.

b. Any staff member presently under a non-administrative contract who is appointed to a principal and/or vice principal contract between July 15 and prior to September 1, shall for the balance of that school year only, receive the following prorated

salary.

Base

The base yearly salary as specified under the immediately preceding contract divided into X equal payments (each month equal to one X):

Plus

One-twelfth of the difference between the immediately preceding contract and the new contract.

c. Any staff member who is appointed a principal and/or vice-principal on July 1 is to receive the full salary for the school year, and any previous contract be declared null and void.

2. From One Administrative Position to Another

a. Any administrator presently under a Wayne Contract who is appointed to a higher salaried administrative position on or prior to September 1 of any school year shall be granted the full higher monthly salary that school year in accordance with Article VII of this Agreement.

B. FROM OUTSIDE THE SYSTEM

Any principal and/or vice-principal appointed from outside the system shall receive a prorated monthly salary of one-twelfth that shown in Article VII for the school year in which the appointment is ratified by the Board of Education.

ARTICLE IX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A.

1. The Board agrees to pay the full cost of professional dues, tuition and/or other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other such sessions which a principal or vice-principal attends with approval of the Superintendent of Schools or his designee, provided such expenses do not exceed fourteen hundred dollars (\$1,400.00) for each year of this agreement, for each individual. Funds unused from this amount shall not accumulate from year to year.
2. In addition, the Board agrees to reimburse each administrator for the costs of his/her actual attendance at the annual convention of the New Jersey Principals and Supervisors Association, to a maximum amount of four hundred dollars (\$400) per administrator per school year. Funds unused from this amount shall not accumulate from year to year.
3. Administrators shall not be entitled to reimbursement under this Article for dues for the W.A.C., P.C.E.A., N.J.E.A., and/or N.E.A.

4. Requests for expenditure of such funds shall be submitted to the Superintendent or his designee at least one (1) month in advance or as close to one (1) month as is possible. Receipts for expenses shall also be furnished to the Superintendent/designee. The Board, however, retains the exclusive discretion to determine whether the expenses are reasonable.

B. When a principal or vice-principal is directed by the Superintendent/designee to attend a course, workshop, seminar, conference, in-service training session or other such session, the costs incurred by the principal shall not be deducted from his/her fourteen hundred dollar (\$1,400.00) annual expense account.

C. When a principal or vice-principal elects to attend a course, workshop, seminar, conference, in-service training session or other such session and his/her attendance has been approved by the Superintendent or his designee, the cost incurred will be deducted from his/her fourteen hundred dollar (\$1,400.00) expense account as outlined in this Agreement.

D. Concurrent with the purpose of this Article, unit members shall be eligible for reimbursement of tuition as set forth below.

A school year is defined as the period from July 1 through June 30.

1. A total of \$6,840 (calculated at the rate of \$190 per credit x 9 credits annual maximum per person x 4

persons) shall be available each year to fund tuition reimbursement requests from unit members. Reimbursement shall be limited to the cost of tuition and fees and shall not exceed a maximum of nine (9) credits per year at \$190 per credit, or \$1,710, per person per school year. There shall be no limit on the number of unit members who may apply for tuition reimbursement in a school year, but the Board shall have no obligation to pay tuition reimbursement in excess of the \$6,840 annual allotment for all unit members in the aggregate.

2. To be eligible for tuition reimbursement under this Section

(C) (1):

- a. the unit member must obtain prior approval of the course from the Superintendent or his/her designee;
- b. the course is a graduate course as described in Section (C) (2) below;
- c. the unit member achieves a grade of "B" or better in the course; and
- d. the course taken is in the area of educational administration.

3. Under this paragraph D, 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, South 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 unit member wishes to pursue courses at a foreign college or university or at an institution not presently accredited by one of the above agencies, the unit member shall obtain prior approval of the Superintendent of Schools or his/her designee.

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

5. Fully verified and completed claims by employees for course work completed between July 1, 2003 and June 30, 2004 may be submitted at any time between July 1, 2003 and October 31, 2004 for payment within forty-five (45) calendar days. Claims submitted after the October 31, 2004 cut-off date will not be honored for payment; for work completed between July 1, 2004 to June 30, 2005, submission by October 31, 2005; for work completed between July 1, 2005 and June 30, 2006, October 31, 2006.

ARTICLE X

MISCELLANEOUS PROVISIONS

A. FULLY BARGAINED CLAUSE

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.

B. MODIFICATION

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. WAIVER

The failure of either party to exercise any right it may have shall not constitute a waiver of that right.

D. PROTECTION OF PROPERTY

The Board shall reimburse principals or vice-principals for the reasonable cost of any clothing damaged or destroyed on school property as a result of an injury suffered by a principal or vice-principal while the principal or vice-principal was acting in the discharge of his/her duties within the scope of his/her employment and not as a result of the principal's or vice-principal's own negligence. In one event should reimbursement exceed \$100.00.

1. Principals or vice-principals shall immediately report cases of injury suffered by them in connection with their employment to their immediate superior.

2. The immediate superior shall immediately forward the notice of the injury suffered by a principal or vice-principal to the Superintendent.

E. SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members 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.

F. EFFECT OF AGREEMENT

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement as established by administrative procedures and practices in force on said date, shall continue to be applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any supervisor's benefits existing prior to its effective date.

This Agreement constitutes Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

ARTICLE XI

NEGOTIATION OF SUCCESSOR AGREEMENT

A.The Board of Education and the WAC agree to enter into collective negotiations in good faith on all matters related to terms and conditions of employment.

B.Negotiations of the terms and conditions of employment for the 2006-2007 school year shall begin in accordance with the rules and regulations of P.E.R.C., during the final academic year in which this Agreement is in effect.

ARTICLE XII

TERM

Pursuant to negotiations under the provisions of the New Jersey Public Employer-Employee Relations Act (Chapter 303 Public laws of 1968) the BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE (hereinafter "BOARD") and the WAYNE ADMINISTRATORS' COUNCIL (hereinafter "WAC") have reached agreement with respect to the terms and conditions of employment.

The term of this Negotiated Agreement between the BOARD and the WAC shall be from July 1, 2003 through June 30, 2006, a three (3) year period encompassing school years 2003-2004, 2004-2005, and 2005-2006.

In consideration of the covenants set forth herein, the BOARD and the WAC agree and authorize this Agreement as attested by the signatures below.

WAYNE ADMINISTRATORS' COUNCIL

BOARD OF EDUCATION OF THE
TOWNSHIP OF WAYNE

By: _____
President

Catherine Herman
President

By: _____
President

WITNESS

WITNESS

By: _____
Secretary/Asst.

By: _____
Robert Green
Acting Board
Business Administrator

Date: _____

Date: _____