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THIS BOOK IS  
NOT CIRCULATE

AGREEMENT

between

THE BOARD OF EDUCATION OF THE TOWNSHIP OF  
WAYNE, PASSAIC COUNTY, NEW JERSEY

and

THE WAYNE EDUCATION ASSOCIATION  
TOWNSHIP OF WAYNE, PASSAIC COUNTY, N.J.

COVERING THE SCHOOLS YEARS 1970-1971  
AND 1971-1972

MAY 4, 1970

This Agreement made in the Township of Wayne, Passaic County, New Jersey, on this 4th day of May, 1970 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, County of Passaic, New Jersey, hereinafter called the "WEA".

WHEREAS, the Board and the WEA recognize and declare that quality education for the children of the Wayne School District is their mutual aim and responsibility, and

WHEREAS, the Board and the WEA have the obligation, pursuant to Chapter 303 of the Public Laws of 1968, to negotiate and agree to terms and conditions of employment for the orderly operation of the School District, and

WHEREAS, the Board and the WEA have reached agreement as to the terms and conditions of employment for the school years 1970-71 and 1971-72.

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

ARTICLE I  
RECOGNITION

- A. The Board recognizes the rights of its professional employees to form and join professional employees' organizations, and for such organizations to present their proposals dealing with terms and conditions of employment to the Board.
- B. The Board recognizes the W.E.A. as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all certificated personnel employed by the Board, including persons on leave of absence and nurses, but excluding assistant superintendents, directors of elementary and secondary education, directors of personnel, principals and vice-principals.
- C. Unless otherwise indicated, the term "teacher" shall hereinafter refer to all professional employees represented by the W.E.A.

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 teacher employment.
- B. Any agreement reached as a result of negotiations shall be reduced to writing, and signed by the Board and the WEA and be approved by the Board.
- C. Negotiations of terms and conditions of employment for the School Year 1972-73 shall begin on or after October 1, 1971, but in no event later than October 15, 1971.
- D. The WEA shall submit to the Board all proposals which it desires to present as subjects for negotiations in writing, no later than ten days before the date fixed for the initial negotiating session.

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. Wherever practicable during course of negotiations, both the Board and the WEA will make counter-proposals within 48 hours in advance of a negotiation session.

Each party upon request shall promptly make available to the other party information within its possession which is not privileged under law and which is relevant to the matters under discussion.

Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

ARTICLE III  
GRIEVANCE PROCEDURE

A. DECLARATION OF PURPOSE

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

B. DEFINITIONS

1. A "grievance" is a complaint by any teacher or group of teachers that, as to him or her, or them, there has been an inequitable, improper or unjust application, interpretation, or violation of Board policy, this Agreement or of an administrative decision, or of any law, the administration of which is not prohibited from being administered hereunder.
2. The "immediate superior" shall mean the person so designated by the organization chart. If the subject of the grievance is such that it crosses buildings or is system-wide, the immediate superior is the Superintendent of Schools or such other person as may be designated by the Superintendent of Schools.
3. The "aggrieved party" shall mean any teacher filing a grievance.
4. "Party in interest" shall mean the Grievance Committee of the WEA and any party or parties aggrieved.
5. "Association Grievance Committee" (AGC) 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.
7. "Days" shall mean school teaching days.

C. PROCEDURES

1. All grievances shall include the name and position of the aggrieved party, the identity of the said 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. If a grievance affects a class of teachers, it may be submitted by the WEA directly at Stage 2 described below.

C. PROCEDURES (Continued)

4. 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.
5. 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.
6. Except as otherwise provided in Stage 1 (a) and (b) 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 him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
7. 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 AGC or any other participant, in the grievance procedure or any other person by reason of such grievance or participation therein.
8. 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.
9. 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 teacher 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.
10. 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 State 1 (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 AGC 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 such claimed error. The Official Grievance Record shall be made available for inspection and/or copying by the aggrieved party, the AGC and the Board, but shall not become a public record.

11. Any teacher may be represented at all Stages of this procedure by a person of his own choosing, except that he may not be represented by a representative or by an officer of any teacher organization other than the WEA. When a teacher is not represented by the WEA, the WEA shall have the right to be present and state its views at all Stages of the grievance procedure.
12. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost thereby.
13. 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.
14. Association representatives may, upon request and approval, be granted release time of reasonable duration during the school day to meet with aggrieved teachers or to participate in proceedings held at any Stage of the grievance procedure. Approval shall not be unreasonably withheld.

D. TIME LIMITS

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement between the aggrieved and the Superior at that Stage.
2. If a decision at one Stage is not appealed to the next step of the procedure within the time limit specified the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
3. Failure at any Stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the AGC within the 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, could result in irreparable harm to the party in interest, the time limits set forth herein will be reduced at the request of the party in interest, so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.
5. Any grievance not presented to a teacher's immediate superior (Step 1), (Step 2 in the case of a class of teachers) within one calendar month from the date the alleged grievance occurred shall not be entitled to consideration under this grievance procedure and the aggrieved party or parties shall be unconditionally barred from relief thereunder.

## E. STAGES

### Stage 1: Immediate Superior

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

### Stage 2: Superintendent of Schools

2. (a) If the teacher initiating the grievance is not satisfied with the written decision at Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) days after having received the written decision, file the grievance with the Director of Elementary or Secondary Education, as the case may be, instead of the Superintendent of Schools. A copy of the written decision at Stage 1 shall be submitted with the appeal. The decision at this Stage and subsequent Stages shall be forwarded along with other appropriate documents, to the AGC.
- (b) Within ten (10) days after receipt of the appeal, the Superintendent of Schools or his duly authorized representative shall hold a hearing with the teacher and the AGC or its representative and all other parties in interest.
- (c) The Superintendent of Schools shall render a written decision on the grievance within ten (10) days after the conclusion of the hearing.

### Stage 3: Board of Education

3. (a) If the teacher initiating the grievance is not satisfied with the written decision at Stage 2 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) 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 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 Teacher and the AGC or its representative and other parties in interest. The hearing shall be conducted in executive session.
- (c) Within five (5) days after the conclusion of the hearing, the Board shall render a decision on the grievance in writing.

### Stage 4: Advisory Arbitration Procedure

In the event that an aggrieved teacher is dissatisfied with the determination of the Board of Education, he may, with the prior written approval of AGC, request that his grievance be arbitrated by way of

Stage 4: Advisory Arbitration Procedure (Continued)

advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the authority of Chapter 303 of the Laws of 1968. It is provided, however, that the request for advisory arbitration shall be made within ten days of the Board's determination. The failure to request advisory arbitration within said ten day period shall unconditionally bar the person's right to advisory arbitration. Nothing herein is to be construed to mean that the aggrieved person and the Board may not mutually agree to extend the period of time in which advisory arbitration may be requested.

All charges made by the arbitrator shall be shared equally between the Board and the WEA. All incidental costs related to arbitration, such as payment for legal services, shall be paid by the respective parties.



ARTICLE IV  
TEACHING HOURS

- A. The Board and the WEA agree that the teachers' responsibility to their students entails duties involving time beyond the normal working day and are entitled to receive time and work schedules upon which they can rely in the ordinary course of events, and such schedules should be fairly and evenly maintained to the extent that it is possible to do so. Nothing herein is intended to interfere with or discourage the voluntary services of teachers at times beyond the normal working day.
- B. Classroom teachers and other teachers on the classroom teacher salary schedule shall not be required to report earlier than one-half ( $\frac{1}{2}$ ) hour on the elementary (K through 6th grade) level, and ten (10) minutes on the secondary (7 through 12th grade) level before the start of their day's classes and shall not be required to remain longer than one half ( $\frac{1}{2}$ ) hour after the close of classes.
- C. The daily teaching loads in the junior and senior high schools shall be five (5) teaching periods, and one (1) special assignment period, except in cases of emergency.
- D. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods provided they inform the principal or vice-principal of their intended absence.
- E. 1. Classroom teachers shall, in addition to their lunch period, have minimum daily preparation time during which they shall not be assigned to any other duties as follows:
- a. Elementary - While teachers are not required to be in class during the time taught by a specialist, they may be requested to do so when, at the discretion of the principal, it would be to the teacher's own advantage.
  - b. Junior High School - 1 class period
  - c. Senior High School - 1 class period.
2. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute.
- F. Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in school day shall be voluntary and be compensated according to the present rate of pay. It is provided, however, that payment shall be limited to those additional duties that are presently compensated for by the Board and at the present rate of compensation. The Board agrees to allocate the sum of Sixteen Thousand Dollars (\$16,000) to cover its obligation under this provision for the 1971-1972 school year. The guides for these extra curricular activities shall be mutually agreed upon with the Board or its designee and the WEA by February 1, 1971 and shall be attached to the Agreement.

ARTICLE V  
TEACHER TRANSFER PROCEDURES

A. TEACHER REQUEST

1. A teacher may request a change of school, assignment or both, when such request is made before May 1 for the ensuing school year. The written request shall be sent to the Superintendent.
2. When an elementary teacher is requesting a transfer, three choices of grade assignment and school shall be given.
3. When a secondary teacher is requesting a transfer, three choices of grade assignment and school shall be given.
4. Upon request by the teacher, the Superintendent or his designee will furnish to the teacher written reasons why he or she was not selected for the position(s) which were specified in the transfer request.
5. A list of the known vacancies that will exist the following school year 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. When the Superintendent of Schools or his designee believe that a transfer will be in the best interest of the teacher or the school(s) affected, the teacher will be advised of this decision as soon as practicable. The teacher will then have recourse to the provisions in Part A, Sections 2 and 3.
2. If a principal believes that the transfer of a teacher will serve the best interests of the school, he may submit a written request through proper channels to the 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.
3. In the case of staffing of new schools or additions, the transfer of personnel shall rest with the administration, and the procedure shall be as outlined in Article V, B 1.

ARTICLE VI  
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 30 days in advance, and in no event less than 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. Said notice of vacancy shall clearly set forth the qualifications for the position. Standards of qualifications must be consistent with the position and may be changed from time to time providing notice of change shall be given at least 30 days prior to the publication for said position.
  3. Teachers who desire to apply for such vacancies shall file their applications in writing with the Office of the Superintendent within the time limit specified in the notice.
- B. Promotional positions are defined as follows:
- Positions paying a salary differential and/or positions on the administrator-supervisory level, including but not limited to positions such as assistant superintendent, principal, vice-principal, department chairman, 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.
- D. Interim appointments to vacancies (not exceeding three months) may be made at the discretion of the Superintendent of Schools. Such appointments shall be temporary in nature, and will be void upon selection of personnel in accordance with the policy established above. At no time shall the experience gained from an interim appointment be credited toward qualification for filling the vacant position.

ARTICLE VII  
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. Upon the completion of the evaluation of a teacher, the teacher shall be provided with a copy of the evaluator's report and simultaneously therewith the teacher shall sign the report as proof of his having received a copy thereof. It is provided, however, that prior to the report of evaluation being placed in the teacher's file, that the teacher shall have been given the opportunity to confer with the evaluator. 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. Administrators 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 his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing 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 his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

3. Final evaluation of a teacher upon termination of his employment shall be concluded the calendar month prior to severance and no documents and/or other 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.

ARTICLE VIII  
TEACHER RIGHTS

- A. Nothing contained in this Agreement shall be construed to deny or restrict to any teacher or the Board such rights as they may have under New Jersey School Laws or other applicable laws and regulations. The rights of teachers and the Board hereunder shall be deemed to be in addition to those provided elsewhere.
- B. No tenure teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Nothing herein is to be construed to mean that the Board relinquishes any of its rights relative to the disciplining, reprimanding, or dismissal of a tenure teacher in accordance with the statutory provisions.
- C. Whenever any teacher is required to appear before the Superintendent or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or his salary or any increments pertaining thereto, then 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 him and represent 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 teacher 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 teacher or affect his salary.
- D. The teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy of the Wayne School District based upon his professional judgment of available criteria pertinent to any given subject area or activity for which he is responsible. No grade shall be changed without knowledge of the teacher.

ARTICLE IX  
TEACHER WORK YEAR

- A. 1. The in-school work year for teachers employed on a ten (10) month basis shall not exceed 186 days.
- 2. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.
- B. The school calendar for 1971-72 shall be submitted to the WEA for review ten (10) days prior to adoption by the Board. Final determination will rest with the Board.

ARTICLE X  
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 his representative and the teacher affected and at his option a representative of the WEA.

ARTICLE XI  
PAY PERIODS

- A. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
- B. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- C. Teachers may individually elect to have up to ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher or his estate on the final pay day in June.
- D. When a pay day falls on or during a school holiday, vacation or weekend, teachers 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.

ARTICLE XII  
TEACHER EMPLOYMENT

- A. The Board agrees to hire only teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment.
- B. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 15th.

ARTICLE XIII  
SABBATICAL LEAVES

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

- A. Sabbatical leaves may be granted for study at a properly accredited university or college.
- B. Sabbatical leaves may be approved for one half ( $\frac{1}{2}$ ) year at full pay or for a full year at one half ( $\frac{1}{2}$ ) 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 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 on his return.
- C. The total number of approved sabbatical leaves shall not exceed one half of one percent (.5%) of the school district's teaching staff in any one year except at the option of the Board, upon special recommendation of the Superintendent.
- D. Personnel who have not had sabbatical leave in the Wayne School System shall be given preference over those who have.
- E. Evidence of satisfactory study or work must be filed with the Superintendent for inclusion with the individual's personnel record.
- F. The recipients of sabbatical leaves shall submit a written statement of intention to remain in the Wayne School System for three (3) years following the expiration of their sabbatical leave.
- G. All applications for sabbatical leave must be presented to the Superintendent no later than the 1st day of February of each year.

ARTICLE XIV  
SICK LEAVE

- A. As of September 1, 1971, all teachers employed 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. Unused sick leave days shall be cumulative with no maximum limit in accordance with statutory provisions related thereto.
- B. A committee shall be formed consisting of four (4) teachers and one (1) administrator to supervise the sick days and personal days of the members of the WEA. This committee shall establish its own reasonable ground rules which shall be reviewed by the Board. Teacher representatives shall be selected by the WEA.

ARTICLE XV  
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.

ARTICLE XVI  
PROFESSIONAL DEVELOPMENT AND  
EDUCATIONAL IMPROVEMENT

- 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 performance 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 his own problems, functions, interest and needs.
- B. The Board agrees to implement the following at the beginning of the 1970-71 school year:

To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, inservice training sessions or other such sessions which a teacher is required or requested to attend by the Superintendent of Schools.

ARTICLE XVII  
CLASS SIZE

- A. The class size in the Wayne School District will be reduced to the optimal educational size as soon as the number of classrooms and pupils in the total district make this possible. At the present time, studies show that educationally and financially 25 pupils per teacher is considered the optimum. The direction of the educational program in Wayne should be set by this goal.
- B. Every class should be conducted in a standard classroom, except for good cause.
- C. Sub-standard classrooms should be used only under extreme emergency conditions.

ARTICLE XVIII  
PROTECTION OF TEACHERS  
AND PROPERTY

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

- B. 1. Teachers shall immediately report cases of injury suffered by them in connection with 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 a teacher 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

The Board and the WEA agree that the insurance coverages hereinafter referred to shall be provided in the manner hereinafter set forth commencing July 1, 1970:

1. Individual employee coverage (Blue Cross and Blue Shield with Rider J) for all WEA members - all premiums to be paid by the Board.
2. Individual employee Major Medical coverage, Prudential Insurance Company covering all WEA members with premium payments in full to be paid by the Board.
3. Family Plan (Blue Cross, Blue Shield with Rider J, and Major Medical) 40% for the 1970-1971 school year with 60% being paid by the employee, and for the 1971-1972 school year, the Board shall pay 100% of the costs.
4. In the event of a change of insurance carrier or carriers, the coverage provided by the new 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.

ARTICLE XX  
DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers dues for the Wayne Education Association, the Passaic County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teacher individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the executive secretary of the Wayne Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association executive secretary shall disburse such monies to the appropriate association or associations.



2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

- B. The Board agrees to continue to make such deductions from teachers' 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 teachers' salaries for voluntary contributions to charitable organizations and educational institutions.

ARTICLE XXI  
MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual teacher or 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. A committee should be established to review the benefits of merit pay. A progress report should be submitted to the Board by January 15, 1971; a final report should be submitted to the Board by April 1, 1971.

ARTICLE XXII  
SALARIES

- A. Salaries for the school year 1970-71 shall be paid in accordance with the teachers salary guide annexed hereto, made a part hereof and identified as Schedule A.
- B. Salaries for the school year 1971-1972 shall be paid in accordance with the teacher's salary guide annexed hereto, made a part hereof and identified as Schedule A, with the following increases: each step of the salary guide shall be increased by the percentage cost of living increase, based upon the national average for the period January 1, 1970 through December 31, 1970 as determined and fixed by the United States Department of Labor, Bureau of Labor Statistics, but in no event shall the increase be less than six percent (6%) of each step of said salary guide.
- C. It is understood and agreed between the parties hereto that for the school year 1971-1972, the Board will include in its budget the sum of Four Thousand Dollars (\$4000) estimated to provide payment to members of the student guidance department for contemplated additional services. The guides for these guidance activities shall be mutually agreed upon with the Board or its designee with WEA by February 1, 1971 and shall be attached to the Agreement.

ARTICLE XXIII  
REPRESENTATIONS

The Board represents that the making and execution of this Agreement has been authorized by the Board at a regular public meeting of the Board held on the \_\_\_\_\_ day of \_\_\_\_\_, 1970.

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 \_\_\_\_\_ day of \_\_\_\_\_, 1970.

IN WITNESS WHEREOF, the parties hereto have caused by 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 \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

ARTICLE XXIII  
REPRESENTATIONS

The Board represents that the making and execution of this Agreement has been authorized by the Board at a regular public meeting of the Board held on the \_\_\_\_\_ day of \_\_\_\_\_, 1970.

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 \_\_\_\_\_ day of \_\_\_\_\_, 1970.

IN WITNESS WHEREOF, the parties hereto have caused by 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 \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

WAYNE PUBLIC SCHOOLS

PROPOSED TEACHERS' SALARY GUIDE

1970 - 1971

<u>Step</u>	<u>B.A.</u>	<u>M.A.</u>	<u>M.A. +30</u>
1	\$ 7,600	\$ 8,500	\$
2	7,800	8,800	
3	8,000	9,100	
4	8,300	9,400	
5	8,625	9,700	11,150
6	9,000	10,050	11,575
7	9,350	10,400	12,000
8	9,700	10,750	12,425
9	10,000	11,100	12,850
10	10,400	11,500	13,275
11	10,800	11,900	13,700
12	11,200	12,300	14,125
13	11,625	12,700	14,550
14	12,025	13,100	14,975
15		13,500	15,400

PROPOSED MINIMUM TEACHERS' SALARY GUIDE

1971 - 1972

1	\$ 8,056	\$ 9,010	\$
2	8,268	9,328	
3	8,480	9,646	
4	8,798	9,964	
5	9,143	10,282	11,819
6	9,540	10,653	12,270
7	9,911	11,024	12,720
8	10,282	11,395	13,171
9	10,600	11,766	13,621
10	11,024	12,190	14,072
11	11,448	12,614	14,522
12	11,872	13,038	14,973
13	12,323	13,462	15,423
14	12,747	13,886	15,874
15		14,310	16,324

January 27, 1970