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BUSINESS OFFICE

AGREEMENT

between the

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

and

**THE WAYNE SUPERVISORS ASSOCIATION
TOWNSHIP OF WAYNE, PASSAIC COUNTY, NEW JERSEY**

FOR

SCHOOL YEARS

2009-2010

2010-2011

2011-2012

Approved by the Wayne Township Board of Education

TABLE OF CONTENTS

ARTICLE I1
 RECOGNITION 1

ARTICLE II2
 GRIEVANCE PROCEDURE..... 2
 A. DECLARATION OF PURPOSE 2
 B. DEFINITIONS..... 2
 C. PROCEDURES..... 2
 D. TIME LIMITS 4
 E. STAGES 5

ARTICLE III.....6
 ARBITRATION 6

ARTICLE IV6
 SUPERVISOR RIGHTS..... 6

ARTICLE V8
 MANAGEMENT RIGHTS 8

ARTICLE VI8
 SUPERVISOR EVALUATION 8

ARTICLE VII9
 LEAVES 9
 A. SICK LEAVE 9
 B. BEREAVEMENT LEAVE..... 11
 C. PERSONAL LEAVE..... 11
 D. FAMILY ILLNESS DAYS 11
 E. SABBATICAL 12
 F. EXTENDED LEAVES OF ABSENCE..... 12
 G. MATERNITY/PATERNITY LEAVE..... 13
 H. EXTENDED LEAVES OF ABSENCE..... 13

ARTICLE VIII.....14
 WORK YEAR AND VACATION 14
 A. VACATION..... 14
 B. WORK YEAR 15

ARTICLE IX16
 SALARY AND BENEFITS 16
 A. SALARY..... 16
 B. DEDUCTION FROM SALARY 17
 C. INSURANCE PROTECTION..... 17

ARTICLE X.....	19
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT.....	19
ARTICLE XI	20
MISCELLANEOUS PROVISIONS.....	20
A. FULLY BARGAINED CLAUSE.....	20
B. MODIFICATION	20
C. WAIVER.....	20
D. PERSONAL AND ACADEMIC FREEDOM.....	20
E. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER CONTRACT.....	21
F. SEPARABILITY	21
G. TRAVEL REIMBURSEMENT.....	21
H. INCLEMENT WEATHER.....	21
I. EFFECT OF AGREEMENT	21
J. ASSOCIATION RIGHTS AND PRIVILEGES.....	21
ARTICLE XII	21
NEGOTIATION OF SUCCESSOR AGREEMENT.....	21
ARTICLE XIII.....	22
TERM	22
Addendum 1	23
WAYNE SUPERVISORS ASSOCIATION SALARY GUIDES 2009-2012	23

ARTICLE I

RECOGNITION

This Agreement, is made in the Township of Wayne, Passaic County, New Jersey between the Board of Education of the Township of Wayne, hereinafter called the "Board" and the Wayne Supervisors Association of the Township of Wayne in the County of Passaic, New Jersey hereinafter called the "WSA" or "Supervisors".

The Board and the WSA recognize and declare that quality education for the children of the Wayne School District is their mutual aim and responsibility.

The Board hereby recognizes the WSA as the exclusive and the sole representative for collective negotiations concerning grievances and terms and conditions of employment for all of the following certificated, contracted personnel including persons on leave of absence. This Agreement shall include the following positions during 2009-2010:

Supervisor of Special Services
Athletic Director, High Schools
School Nurse Supervisor
Supervisor of Mandated and Innovative Programs (K-12)
(Gifted and Talented, Basic Skills, and E.S.L.)
Dean of Students
Supervisor Guidance, High Schools

and the following positions during 2010-2012:

Supervisor of Special Services
Supervisor PE/Health, Athletic Director, High Schools
School Nurse Supervisor
Supervisor Guidance, High Schools

Any title changes during the term of this contract shall be executed by mutual agreement of the parties.

ARTICLE II
GRIEVANCE PROCEDURE

A. DECLARATION OF PURPOSE

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

B. DEFINITIONS

1. A grievance is a complaint by any Supervisor, or group of supervisors, or the WSA, that there has been an improper interpretation, application, or violation of this Agreement involving terms and conditions of employment.

2. The "immediate superior" shall mean the person as designated by the organization chart.

- a. Building Principal
- b. Appropriate Director
- c. Assistant Superintendent
- d. Superintendent of Schools

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

3. The "aggrieved party" shall mean any supervisor filing a grievance.

4. "Party in interest" shall mean the Grievance Committee created and constituted by the WSA to administer this procedure on behalf of the WSA.

5. "Association Grievance Committee" (AGC) is the committee created and constituted by the WSA to administer this procedure on behalf of the WSA.

6. "Hearing Officer" shall mean the Board or its designee or any individual charged with the duty of rendering decisions under the grievance procedure.

"Days" shall mean any day when supervisors are required to be in attendance.

C. PROCEDURES

1. All grievances shall include the name and position of the aggrieved party, the identity of the said grievance as defined in Article II (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.

Except for informal decisions rendered pursuant to Article II (E) (1), all decisions

2. shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons thereof. Each decision shall be promptly transmitted to the parties in interest.

3. If a grievance affects a class of supervisors, it may be submitted by the WSA directly to the Superintendent pursuant to Article II (E) (2).

- a. Such grievance shall be so written that the inter-building nature of the grievance is clearly obvious.
- b. Such grievance shall also have sufficient signatures to illustrate that the grievance does, in fact, affect a class of supervisors.
- c. A copy of all class grievances shall be sent to the affected building principals and appropriate directors for information purposes.

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 WSA 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. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration or members of the Wayne Supervisors Association against the aggrieved party, any party in interest, any representative, any member of AGC 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 WSA. 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 supervisor 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 available to potential employers or others inquiring about said supervisor.

9. The Superintendent of Schools shall be responsible for accumulating and maintaining an Official 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 the informal level described in Article II (E) (1) and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings conducted pursuant to Article II (E) (2) or (3). Copies of these minutes will be available to the aggrieved party and the AGC within five (5) days after the

conclusion of such proceedings. Recipients of copies of the minutes 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.

10. An aggrieved supervisor may be represented at all stages of the grievance procedure by herself/himself or, at his/her option, by a representative selected or approved by the Association. In any event, after the grievance is submitted in writing, the Association 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. Association representatives may, upon request and approval, be granted released time of reasonable duration during the school day to meet with aggrieved supervisors or to participate in proceedings held at any stage of the grievance procedure. Approval shall not be unreasonably withheld.

D. TIME LIMITS

- a. 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 immediate superior at that stage.
- b. If a decision at one stage is not appealed to the next step of the procedure within the time limits specified the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- c. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and AGC within a specified time limit shall permit a 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.
- d. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school term, and if left unresolved until the beginning of the following school term, it could result in irreparable harm to the party in interest, the time limits set forth herein will be reduced at the request of the party in interest, so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.
- e. Any grievance not presented to a supervisor's immediate superior pursuant to Article II (E) (1), or filed pursuant to Article II (E) (2) if it involves a class of supervisors, within (20) school days 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

1. Stage 1: Immediate Superior

- a. A supervisor having a grievance will discuss it with the Superintendent or his/her designee or building principal in cases where appropriate.
- 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 her/him, the immediate superior shall render a decision thereon in writing.

2: Stage 2: Superintendent of Schools

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

3. Stage 3: Board of Education

- a. If the supervisor initiating the grievance is not satisfied with the written decision at Stage 2 and wishes to proceed further under this grievance procedure, the supervisor shall, within 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 made available for the use of the Board.
- b. Within twenty (20) days after receipt of an appeal, the Board shall hold a hearing with the supervisor 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.

ARTICLE III
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 II that may arise between them.

- A. In the event that the aggrieved supervisor is dissatisfied with the determination of the Board of Education, s/he may, with written approval of the AGC, request that her/his grievance be submitted to arbitration. A request for arbitration shall be made within ten (10) days of the Board of Education's determination. The aggrieved supervisor and the Board may mutually agree to extend the period of time in which arbitration may be requested.
- B. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association 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 the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.
- C. The arbitrator so selected shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. S/He can add nothing to, or subtract anything from, the 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, arbitrability, interpretation or application of this Agreement shall be final and binding on both parties.
- F. Each grievance will be arbitrated separately except those filed as "class" grievances under Article II (C) (3).
- G. All charges made by the arbitrator shall be shared equally between the Board and the WSA. All other costs related to arbitration, such as the payment for legal services, shall be paid for by the respective parties.

ARTICLE IV
SUPERVISOR RIGHTS

- A. Whenever any supervisor is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that supervisor in her/his office, position or employment of the 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 person of her/his own choosing present to advise and represent her/him during such meeting or interview. Nothing in this paragraph shall be construed to mean that the Superintendent, the 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 supervisor without the representation of WSA 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 supervisor or affect his/her salary.

B. The Board agrees to hire only supervisors holding standard Director's or Supervisor's certificates issued by the New Jersey Board of Examiners for every position as defined in Article I.

C.

1. All non-tenured supervisors shall be notified of their contract and salary status for the ensuing year no later than May 15th or such other date as may be established by applicable law.

2. Withholding of Increment

a. The Superintendent shall not recommend withholding a supervisor's increment to the Board unless that supervisor has been notified and given the reason why his/her increment is in jeopardy. The Board may, at its discretion, withhold a supervisor's increment through the end of the contract year (June 30) in which said action is taken.

b. Any increment withheld may be restored upon petition by the supervisor to the Superintendent of Schools and his/her so recommending to the Board of Education. In the event an increment is not restored, the supervisor shall be given, in writing, reasons for rejection. A decision not to restore a withheld increment shall not be subject to the grievance procedures of this Agreement.

D. Promotions

1. All vacancies in promotional positions shall be filled pursuant to the following procedure:

a. Such vacancies shall be adequately publicized, including a notice in every school (by posting, through the Superintendent's bulletin or otherwise to the president of the WSA) as far in advance of the date of filling such vacancy as possible (ordinarily at least thirty (30) days in advance). Nothing herein is to be construed to mean that the Superintendent shall not be free to publicize and otherwise seek personnel from outside of the school system to fill such vacancies.

b. Said notice of vacancy shall clearly set forth the qualifications for the position.

c. Supervisors 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.

d. The procedures set forth in this section shall not apply to positions filled on an "acting" basis.

2. 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.
3. Vacancies in supervisory areas may be filled for up to 90 days by the Superintendent with the approval of the Board of Education. When a permanent appointment is made by the Board of Education, the appointee's initial salary placement shall be on the WSA salary schedule at such point as may be agreed upon by the appointee and the Board.

ARTICLE V

MANAGEMENT RIGHTS

Except as limited by existing law and the terms of the 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 in the school district operations entrusted to them;
- E. to determine the methods, means, and personnel by which such operations are to be conducted;
- F. to take whatever actions may be necessary to carry out the responsibilities of the school district in situations of emergency; and
- 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.

The failure to exercise any of the rights contained in such Agreement shall not be deemed a waiver of such rights by the Board nor shall the failure to specifically mention a right in this Agreement be construed as a waiver of such rights by the Board.

ARTICLE VI

SUPERVISOR EVALUATION

A. EVALUATION

1. Supervisors, as professionals with expertise in their respective areas, recognize their responsibilities for constant improvement in the ongoing process of education and curriculum, and agree to pursue all goals which lead to the best educational interest for the students of the Wayne Public Schools.

2. To accomplish these ends, the supervisors agree to outline short term and long term goals, based upon an assessment of the needs of the citizens of Wayne, in consultation with the Superintendent or his/her designee.
3. All monitoring or observation of the work performance of a supervisor shall be conducted openly and with full knowledge of the supervisor and shall be based upon the assessment needs and goals for each area.
4. As soon as possible the supervisor shall be given a copy of any evaluation report prepared by his evaluator(s). The supervisor shall acknowledge receipt of the evaluation. Prior to the evaluation being placed on file, the supervisor shall have been given the opportunity to confer with the evaluator(s) and to sign the evaluation. Once the supervisor has signed the report, there shall be no further additions, changes, amendments or revisions of the report.
5. Review and evaluation of these goals will be arrived at mutually between supervisor and Superintendent or his/her designee. Any differences between supervisor and Superintendent's designee will be resolved by the Superintendent. All written evaluations of supervisors employed in more than one building shall reflect the supervisor's performance in all buildings.

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

1. Administrators will be encouraged to place in the file information of a positive nature, indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature.
2. No material derogatory to a supervisor's conduct, service, character or personality shall be placed in his/her personnel file unless the supervisor has had an opportunity to review the material. The supervisor shall acknowledge that he/she had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The supervisor shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
3. Notwithstanding anything in this provision B to the contrary, the Board and/or the Superintendent may withhold from a supervisor's file any documents or papers which may relate to legal matters pertinent to an official police investigation on the Federal, State or local level.

ARTICLE VII

LEAVES

A. SICK LEAVE

1. Accrual

Supervisors shall be granted thirteen (13) sick days per year. Unused sick days shall be cumulative in accordance with statutory provisions related thereto. 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 for a part of the school year and the employee has 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.

2. Payment For Unused Sick Leave – 2009-2010 School Year

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

- a. Not more than one (1) individual per year shall be eligible for the benefit described in this Article VII (A)(2).
- b. The maximum individual payment for accumulated sick days shall not exceed \$18,000.
- c. Ninety (90) days advance notification shall be required.
- d. The individual shall have a minimum of fifteen (15) years service in the Wayne Public Schools and board consideration will only occur upon actual certified age service retirement pursuant to the Teachers' Pension and Annuity Fund.
- e. The benefit described in this Article VII (A)(2) shall be available to a supervisor whose retirement is effective before or during the 2009-2010 school year, as long as his/her notice of retirement is submitted to, and accepted by, the Board during the term of this Agreement. In the event of death of an employee, this payment will be made to the employee's estate as long as the employee was eligible for the payment at the time of her/his death under the provisions of this paragraph. For all other purposes, however, this Article VII (A)(2) shall exist only for the term of this Agreement and shall terminate on June 30, 2010.

2. Payment For Unused Sick Leave – 2010-2012 School Year

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

- a. Employees shall be entitled to payment for one-half (1/2) of their unused accumulated sick leave days at the then current salary up to a maximum of one hundred (100) days after ten (10) years of service in the Wayne Schools and only upon actual certified retirement pursuant to the Teacher's Pension and Annuity Fund or the Public Retirement System, whichever is applicable. The maximum lump sum available to any retiree is fifteen thousand dollars (\$15,000). In the event of the death of an employee, this payment will be made to the employee's estate as long as the employee was eligible for the payment at the time of his/her death under the provisions of this paragraph.
- b. In order to be eligible for the benefits in Paragraph 2(a) above, ninety (90) days advance notification shall be required. This 90 day notice requirement shall be waived for the 2010-2011 school year only, subject to statutory notice requirements.

- c. 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.

B. BEREAVEMENT LEAVE

1. Spouse, child, parent, grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, or any other member of your immediate household-up for five (5) days.
2. Relative outside the immediate family-two (2) days. "Relative" shall be defined as aunts, uncles, first cousins, and any deceased for whom the supervisor is a designated pallbearer.
3. Friend or any relative not designated in Article VII (B) (1) or (2) - 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 of substitutes.

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. The supervisor shall notify his/her immediate superior and the secretary of substitutes as soon as possible. Reasons for this day need not be given.
4. Any unused personal days shall accumulate to accumulated sick days for use during subsequent years. Unused personal days shall not, however, be included in accumulated sick days for purposes of any reimbursement as may be provided for in this Agreement and/or its successors.
5. The following are to be discouraged:

Personal days before or after vacations or holidays. Taking half (1/2) days.
6. Except in cases of emergency, administrators shall be required to obtain prior approval from the Superintendent or his/her designee for the use of personal days. Such approval shall not be unreasonably withheld.

D. FAMILY ILLNESS DAYS

1. Supervisors shall be granted three (3) family illness days each year, subject to verification by the Board
2. Family is defined as spouse, child, parent, grandparent, brother, sister, mother-in-

law, father-in-law, grandchild, or any other member of immediate household.

E. SABBATICAL

Supervisory personnel who have served continuously and satisfactorily for at least seven (7) years in Wayne may be granted 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 \$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 more than one supervisor of the district's professional staff per 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. 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.
8. 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. The amount due shall, to the extent possible, be deducted from any compensation that the WSA member may be entitled to under the terms of this Agreement and the balance paid by the individual to the Board within two (2) calendar years from the date of resignation.

F. EXTENDED LEAVES OF ABSENCE

1. The Board may, within its sole discretion, grant leaves of absence without pay upon proper application and with the recommendation of the Superintendent.
2. The Board shall grant Child Rearing leave without pay to any supervisor upon request subject to applicable law, and to the extent they are not inconsistent with said law, to the following stipulations and limitations:
 - a. Any non-tenured supervisor is entitled to a leave not to exceed the length of his/her contract.
 - b. Any tenured supervisor who leaves at the close of the school year is entitled to

a maximum of two (2) full years' continuous leave.

- c. In either case the supervisor must notify the Superintendent of Schools of the impending leave thirty (30) days prior to the onset of such leave, and submit verification of need, if requested. The supervisor will also be required to inform the Superintendent of his/her intent to return no later than April 1 prior to the July of his/her return.
- d. The Board, in its sole discretion, may require any supervisor on Child Rearing leave to remain on leave until the beginning of the next contractual year or such other time as the Board and the Supervisor may agree upon, so that the Board may provide for continuity in the educational process.
- e. No supervisor may elect Child Rearing leave for three (3) years after the termination of the preceding Child Rearing leave unless it is to care for a newborn or newly adopted child.
- f. During Child Rearing leave, a supervisor may not hold other regular, full-time employment or the Child Rearing leave will automatically terminate.
- g. On short term leaves with stated dates, the employee shall return to work on the next working day following the leave termination date.

Any supervisor granted Child Rearing leave shall at his/her request, unless the position has been eliminated by attrition, be offered a comparable position within his/her scope of certification.

G. MATERNITY/PATERNITY LEAVE

The Board may grant Maternity/Paternity leave without pay to any supervisor upon request subject to the following stipulation and limitations:

- 1. Any non-tenured supervisor is entitled to a leave not to exceed the length of his/her contract.
- 2. Any tenured supervisor who leaves at the close of the school year may receive a maximum of two (2) full year continuous leave.
 - a. Any tenured supervisor who leaves during the school year may receive up to two (2) years contiguous to the remainder of the school year in which s/he left.
- 3. In either case the supervisor must notify the Superintendent of Schools of the impending leave thirty (30) days prior to the onset of such leave, and submit verification of need, if requested. The supervisor will also be required to inform the Superintendent of his/her return no later than April 1 prior to the September of his/her return.
- 4. On short term leaves with stated dates, the employee shall return to work on the next working day following the leave termination day.
- 5. Any supervisor granted Maternity/Paternity leave shall at his/her request, unless the position has been eliminated by attrition, be offered a comparable position within his/her scope of certification.

H. EXTENDED LEAVES OF ABSENCE

Any and all leaves granted pursuant to this Article shall be chargeable to the extent permitted by

law to the supervisor's leave entitlement pursuant to the Family Medical Leave Act, 29 U.S.C.A. 2601 et seq. ("FMLA") and the New Jersey Family Act, N.J.S.A. 34:11(B)- et seq. ("FLA").

ARTICLE VIII
WORK YEAR AND VACATION

A. VACATION

All supervisors shall be compensated on a 12 month basis. The work year for these supervisors shall include the vacations as outlined below.

1. **Eligibility - Any person appointed to a supervisor position in his/her first year in that position shall be eligible for vacation on a prorated basis at the rate to two days per month or portion thereof, worked in a given year and allowed the following summer, not to exceed twenty (20) vacation days.**
2. **Amount -**
 - a. **Persons with one (1) and up to and including five (5) years of experience as supervisor in the Wayne school system shall be entitled to twenty (20) vacation days as outlined in Section 1.**
 - b. **Persons with over five (5) years of experience as a supervisor in the Wayne school system shall be entitled to five (5) vacation days with full pay in addition to the twenty (20) vacation days as outlined in Section 1 above. This paragraph shall not apply to any supervisor hired after June 30, 1994.**
3. **Cumulative Limitation - Up to ten (10) earned vacation days may be accumulated per fiscal year. Each supervisor who, on June 30th, has more than ten (10) unused vacation days shall be required, during the following school year (7/1 - 6/30), to use all of the new vacation days s/he accrued as of July 1st, plus at least ten (10) of his/her accrued vacation days or any lesser number of accrued days required to bring the total down to ten (10) accrued days. This vacation use requirement shall begin with the 1999-2000 school year, and the carry-over limitation shall begin on June 30, 2000. These requirements shall continue in effect every year until the supervisor has ten (10) or fewer unused vacation days to carry over from June 30th to July 1st. Any vacation days not used in accordance with this provision shall be forfeited without pay. If the needs of the district require the Superintendent to deny a supervisor's vacation request involving accumulated vacation days, then the supervisor may be permitted to accumulate and carry over more than ten (10) earned vacation days or be paid in lieu of vacation for any amount exceeding ten (10) accumulated vacation days in the Board's exclusive discretion.**
4. **Termination - If a supervisor leaves his/her supervisory position and moves directly to other employment in the District that is not eligible for vacation accrual, s/he shall receive from the Board the value of the full number of her/his earned and accrued vacation days, through use of vacation days and/or payment in lieu of vacation use. Selection of vacation use and/or payment in lieu of vacation use shall be at the discretion of the Board. Should all employment by the Board**

terminate during the school year, the prorated portion of earned vacation days will be paid in lieu of vacation due. Where all Board employment ends as of 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 in this circumstance may be made upon application by the supervisor in writing at least thirty (30) days prior to the termination date, and subsequent approval by the Board.

5. Approval - Vacations may not be taken during the period beginning with the reopening of the Board Offices after summer closing and the beginning of the Fall school term. All vacation periods require the prior approval of the Superintendent or his/her designee. Upon prior approval by the Superintendent or his/her designee, a supervisor may elect to utilize portions of his/her vacation time at other than the traditional summer period. The Superintendent or designee shall retain the prerogative to alter vacation schedules according to the needs of the school district in the event of unforeseen emergencies.

B. WORK YEAR – 2009-2010 SCHOOL YEAR

1. The work year for supervisors shall be 242 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 VIII (A) above.
2. Holidays
 - a. Supervisors 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.
 - b. If any Athletic Director is required to work on any holiday listed in paragraph 2(a) above when schools are scheduled to be closed on that day, the Athletic Director shall receive paid "compensatory" time off in an amount equal to the amount of time s/he was required to work that day. The Athletic Director shall only be entitled to such "compensatory" time upon submission of a time sheet to the Superintendent or his/her designee, verified by the building Principal, showing the amount of time worked. Use of "compensatory" time shall require the prior approval of the Superintendent or his/her designee.
3. In addition to the vacation described in Article VIII (A) above, and the holidays described in Article VIII (B) (2) above, supervisors shall be entitled to a total of three (3) additional days off, with pay, to be taken during the Christmas, Winter and/or Spring recesses. If the school calendar contains any holidays (e.g. Rosh Hashanah, Yom Kippur) not listed in Article VIII (B)(2)(a), excluding N.J.E.A. Convention days, supervisors may use some or all of these recess days during those calendar holidays. Use of recess days requires the prior approval of the Superintendent or his/her designee, which approval shall not be unreasonably withheld. Recess days not used within the time frame described herein shall be forfeited without pay.

B. WORK YEAR – 2010-2012 SCHOOL YEAR

1. The work year for supervisors shall be 242 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 VIII (A) above.
2. Holidays
 - a. Supervisors shall be entitled to the following paid holidays: Labor Day; Yom Kippur; Rosh Hashanah; Columbus Day; NJEA Convention; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve; Christmas Day; New Year's Eve; New Year's Day; Martin Luther King's Birthday; President's Day recess; Good Friday; Memorial Day and Independence Day.
 - b. If any Athletic Director is required to work on any holiday listed in paragraph 2(a) above when schools are scheduled to be closed on that day, the Athletic Director shall receive paid "compensatory" time off in an amount equal to the amount of time s/he was required to work that day. The Athletic Director shall only be entitled to such "compensatory" time upon submission of a time sheet to the Superintendent or his/her designee, verified by the building Principal, showing the amount of time worked.

Use of "compensatory" time shall require the prior approval of the Superintendent or his/her designee.

3. In addition to the vacation described in Article VIII (A) above, and the holidays described in Article VIII (B) (2) above, supervisors shall be entitled to a total of three (3) additional days off, with pay, to be taken during the Christmas, Winter and/or Spring recesses. If the school calendar contains any holidays not listed in Article VIII (B)(2)(a), excluding N.J.E.A. Convention days, supervisors may use some or all of these recess days during those calendar holidays. Use of recess days requires the prior approval of the Superintendent or his/her designee, which approval shall not be unreasonably withheld. Recess days not used within the time frame described herein shall be forfeited without pay.

ARTICLE IX

SALARY AND BENEFITS

A. SALARY

1. The parties agree to a 4.5% salary increase, inclusive of increment, for the 2009-2010 school year as reflected in Salary Guide Addendum I. For the 2010-2011 school year, the salary guide reflects a zero (0%) salary increase for each member (every member shall remain on the same step); a salary increase of two percent (2.0%) plus increment for the 2011-2012 school year
2. Doctorate - A stipend of One Thousand Dollars (\$1,000) shall be added to the appropriate salary step figure of every supervisor who has obtained an earned doctorate from an accredited college or university. This stipend shall be divided into equal parts and included along with the supervisor's regular salary for each

pay period. The stipend shall be included with the supervisor's regular salary for pension calculation purposes.

3. **Recognition - 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 he/she ceases to be employed by the Wayne Public Schools upon actual certified retirement pursuant to the Teachers' Pension and Annuity Fund.**
4. **Pay Periods**
 - a. **Supervisors shall be paid in twenty-four (24) equal semi-monthly installments.**
 - b. **Supervisors 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 supervisor or his/her estate on the final pay day in June.**
 - c. **When a pay day falls on or during a school holiday, vacation or weekend supervisors shall receive their pay checks on the last previous working day.**

B. DEDUCTION FROM SALARY

1. **The Board agrees to deduct, from the salaries of its supervisors, dues for the WSA, 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 supervisors individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 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 Association treasurer of the WSA by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association or Associations.**
2. **Each of the Associations named above shall certify to the Board, in writing, the current rate of its 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:**
3. **The WSA holds the Board harmless, including the reimbursement of reasonable attorney's fees and the cost of litigation, from any claims resulting from the failure of the Association to properly transmit these funds.**

C. INSURANCE PROTECTION

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

1. Full-time supervisors shall be provided individual and family hospitalization and medical coverages under the Wayne Select Plan, and dental, prescription and vision coverages, as described herein.
2. Full-time is hereby defined as thirty (30) hours or more.
3. Effective July 1, 2006, prescription co-pays shall be \$10.00 for mail-in and generic prescriptions and a \$20.00 for brand name prescriptions. Co-payments cannot be claimed for reimbursement under Major Medical.
4. Effective July 1, 2006, a deductible of \$250 per person and \$500 per family per year shall apply to all medical expenses payable under the insurance coverages described herein.
5. Effective July 1, 1997, Preferred Provider Network ("PPO"), and pre-notification to the insurance company of in-patient procedures, 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. Pre-notification encompasses ancillary hospital and medical appropriateness review as well as 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. At the request of the W.S.A. the Board shall establish within thirty days of the date of this contract, a plan pursuant to Section 125 of the Internal Revenue Code (26 U.S.C. 125) for payment by the employee of the medical insurance premium costs and any other qualifying costs.
8. 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.
9. According to the attached Addendum 2, 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 super-composite coverage effective for June 30, 2000.
10. Usual and customary rates (UCR) for all coverage.
11. Effective July 1, 2006, the maximum benefit amounts for vision services as referred to above shall be \$100 per employee and \$200 per family.

12. W.S.A. members' dependent child(ren) shall receive continued health insurance coverage until their twenty-fifth (25th) birthday, or pursuant to federal law, which is the older age, regardless of whether or not he/she/they are enrolled in college full-time for the duration of the Agreement.
 - a. Documentation of full-time enrollment in college and/or dependency shall be furnished annually by all covered persons.
13. Effective May 21, 2010, each unit member shall be required to contribute 1.5% of his/her salary to the cost of his/her health insurance.

ARTICLE X

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society supervisors must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of supervisor performance and attitudes. The Board and the WSA support the principle of continuing training of supervisors and the improvement of instruction. The parties further agree that each supervisor should fulfill the obligation of professional improvement in ways that best serve his/her own problems, functions, interests and needs.

B. REIMBURSEMENT

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 supervisor attends with approval of the Superintendent of Schools or his designee, provided such expenses do not exceed seven hundred and fifty dollars (\$750.00) for each year of this Agreement. Requests for expenditure of such funds shall be submitted to the Superintendent or his designee at least one (1) month in advance. 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. Such approval shall not be denied arbitrarily. Reimbursement of the cost(s) of any courses, workshops, seminars, conferences, in-service training sessions or other such sessions which a supervisor is directed to attend by the Superintendent or his/her designee shall be made outside of the seven hundred and fifty dollar (\$750.00) annual amount described herein.
2. In addition, the Board agrees to reimburse each supervisor for the costs of his/her actual attendance at the annual convention of the New Jersey Principals and Supervisors Association, or one other conference per year related to the supervisor's current assignment, to a maximum amount of seven hundred dollars (\$700) per supervisor per school year. This amount shall not accumulate from year to year.
3. Supervisors shall not be entitled to reimbursement under this Article for dues for the W.S.A., P.C.E.A., N.J.E.A., and/or N.E.A.

C. TUITION REIMBURSEMENT

1. Supervisors who have tenure in the Wayne School System shall be limited to the cost of tuition and fees and shall not exceed a maximum of nine (9) credits \$190 per credit \$1,710.00 per year, per employee. A total of \$3,420 (calculated at the rate of \$190 per credit x 9 credits annual maximum per person x 2 persons) shall be available each year to fund tuition reimbursement requests from supervisors. There shall be no limit on the number of supervisors who may apply for tuition reimbursement in a year, but the Board shall have no obligation to pay tuition reimbursement in excess of the \$3,420 annual allotment for all unit members in the aggregate. A year is defined as July 1 to June 30.
2. Under this section all graduate credits shall be acceptable provided that they are taken at an institution accredited by any of the following six 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, Southern Association of Colleges and Secondary Schools, North Central Association of Colleges and Secondary Schools, Northwest Association of Secondary and Higher Schools, Western College Associates. In the event a supervisor wishes to pursue courses at a foreign college or university or at an institution not presently accredited by one of the above agencies, the supervisor shall obtain prior approval of the Superintendent of Schools or his/her designee.

ARTICLE XI

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 any matter which was or could have been the subject of negotiations.

B. MODIFICATION

This Agreement shall not be modified in whole or in part by the parties except by a written instrument 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. PERSONAL AND ACADEMIC FREEDOM

The personal life of a supervisor is of no concern to the Board unless it directly interferes with his/her duties in the Wayne school system.

A supervisor's residence, age, sex, marital status, race, religion or political affiliation is not a condition for employment or dismissal.

E. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER CONTRACT

Any individual contract between the Board and an individual supervisor hereafter executed shall be subject to, and consistent with, the terms and conditions of this Agreement. If an individual contract hereafter executed contains any language inconsistent with this Agreement, the Agreement, during its duration, shall be controlling.

F. 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.

G. TRAVEL REIMBURSEMENT

Supervisors who must use their automobiles in the course of their jobs for travel outside the District shall be reimbursed in accordance with State law and the OMB regulations. No reimbursement shall be provided for travel within the District.

H. INCLEMENT WEATHER

Supervisors will not be required to report to work on days when all schools are closed due to inclement weather.

I. 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.

J. ASSOCIATION RIGHTS AND PRIVILEGES

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

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Board and the WSA agree to enter into collective negotiations in good faith on all matters related to terms and conditions of employment.
- B. Any agreement reached as a result of negotiations shall be reduced to writing, signed by the Board and the WSA, and be approved by the Board.

- C. Negotiations of the terms and conditions of employment for the successor agreement shall begin as per guidelines to be set by P.E.R.C. but in no event later than December 1, 2011.
- D. The WSA 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 sessions.

During negotiations, the Board and the WSA shall present relevant data, exchange points of view and present such other proposals and counterproposals as may be conducive to agreement. Wherever practicable, during the course of negotiations, both the Board and the Association will make counter-proposals.

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

ARTICLE XIII

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 SUPERVISORS ASSOCIATION (hereinafter "ASSOCIATION" or "WSA") have reached agreement with respect to the terms and conditions of employment.

The term of this Negotiated Agreement between the BOARD and the ASSOCIATION shall be a three (3) year period encompassing school years 2009-2010, 2010-2011 and 2011-2012.

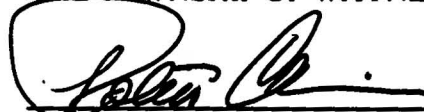
In consideration of the covenants herein set forth, the Board and the WSA agree and authorize this Agreement as attested by the signatures below.

WAYNE SUPERVISORS ASSOCIATION



 President

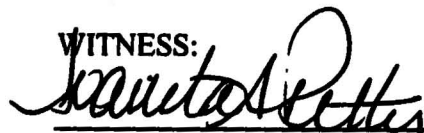
BOARD OF EDUCATION OF
THE TOWNSHIP OF WAYNE



 ROBERT CEBERIO
 Board President

WITNESS:

WITNESS:



 JUANITA PETTY
 Board Secretary/Business Administrator

**WAYNE SUPERVISORS ASSOCIATION
SALARY GUIDES
2009-2010
and
2010-2011**

STEP	
1	\$107,152.00
2	\$111,439.00
3	\$115,897.00
4	\$120,532.00
5	\$126,087.00

**SALARY GUIDE
2011-2012**

STEP	
1	\$109,296.00
2	\$113,668.00
3	\$118,215.00
4	\$122,942.00
5	\$128,609.00
6	\$133,367.00