

TAB APPROVAL OF AGREEMENT WITH THE WAYNE SUMMER SCHOOL EDUCATION  
ASSOCIATION

AGREEMENT

between the

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

and the

WAYNE SUMMER SCHOOL EDUCATION ASSOCIATION

SUMMERS OF 2002, 2003, and 2004

Approved by the Wayne Township Board of Education: \_\_\_\_\_

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WAYNE SUMMER SCHOOL EDUCATION ASSOCIATION/WAYNE BOARD OF

EDUCATION

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ARTICLE I

AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, 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 Summer School Education Association of the Township of Wayne in the County of Passaic, New Jersey hereinafter called the “WSSEA.”

The Board and the WSSEA recognize and declare that providing a quality education for the students of the Wayne Summer School is their mutual aim and responsibility.

The Board and WSSEA have reached certain understandings and are desirous of entering into an employment agreement which sets forth the terms and conditions of employment based on the foregoing premise and the mutual promises and covenants contained herein.

## ARTICLE II

### RECOGNITION

- A. The Board hereby recognizes the WAYNE SUMMER SCHOOL EDUCATION ASSOCIATION as the exclusive and sole representative negotiation unit concerning grievances, and terms and conditions of employment for certificated personnel employed by the Board in the Summer School including nurses, but excluding principals, vice principals, supervisors and secretaries.
  
- B. Unless otherwise indicated, the term “teachers” when used hereinafter in the Agreement, shall refer to all professional certificated employees represented by the WSSEA in the negotiation unit as above defined.

### ARTICLE III

#### EMPLOYMENT PROCEDURES

##### POSTING

- A. All openings for positions in the Summer School (including non-teaching positions for which teachers may be qualified and eligible) shall be publicized by the Superintendent not later than the preceding May 1 and teachers shall be notified of the action taken not later than June 15th.
- B. Openings shall be adequately publicized, including a notice in every Wayne Public School and through a Superintendent's bulletin.
- C. The Superintendent's Office shall provide the WSSEA with a list of all school districts who were sent a posting of openings for the Wayne Summer School. This list shall be provided no later than the preceding May 1.
- D. Teachers who desire to apply for such positions shall file their applications in writing with the Human Resource Specialist within the time limit specified in the notice.
- E. Appointments of teachers by the Board of Education shall be effective only upon sufficient Summer School student enrollment, as determined by the Board.

##### CONTINUOUS EMPLOYMENT

- A. All calculations in this agreement on the basis of continuous employment in the Wayne Summer School shall begin with employment during the 1980 Summer School.

- B. Summer curriculum work performed for the Wayne District, providing they had prior Summer School teaching experience, shall constitute continuous employment in the Wayne Summer School.
  
- C. Employees that are not rehired due to enrollment factor, and reapply the following year and are rehired, shall receive the continuous employment credit for his/her previous employment. This will apply to multiple situations due to enrollment factors.

## ARTICLE IV

### GRIEVANCE PROCEDURE

- A. A “grievance” is a claim by a teacher or group of teachers, or the WSSEA based upon the interpretation, application or violation of the Agreement.
- B. The “aggrieved party” is the person or the WSSEA making the claim
- C. A “party in interest” is the person or persons making the claim and any person including the WSSEA or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.
- D. “Days” shall mean calendar days. Specified time limits may be extended by mutual written agreement.
- E. Except for the informal stage, all claims and all decisions shall be rendered in writing at each step of the grievance. Each decision shall be transmitted to the parties in interest.
- F. Any aggrieved party may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by representative(s), selected or approved by the WSSEA. The WSSEA shall have the right to be present at all stages of the grievance procedure.
- G. All meetings and hearings under this procedure shall not be conducted in public, or as requested by aggrieved, and shall include only such parties in interest and their designated or selected representatives.

#### H. Stages:

1. A teacher with a grievance shall first discuss it with his/her summer school principal, either directly or through the WSSEA designated representative, with the objective or resolving the matter informally.
2. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within three days after the presentation of the grievance, s/he may file the grievance in writing with the Superintendent, or his/her designee, within three days after the decision at Level One. The Superintendent or his/her designee, shall hold a hearing with the parties in interest within two days of receipt of the appeal. The Superintendent or his/her designee shall render a written decision within two days after the conclusion of the hearing.
3. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two or if no decision has been rendered within two days after the hearing, s/he may file the grievance in writing with the Board within five days after the decision at Level Two. The Board shall hold a hearing with the parties in interest within two weeks of receipt of the appeal. The Board shall render a written decision within two days after the conclusion of the hearing.
4. Waiver of Grievance: Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance by the aggrieved of the decision rendered at that step.

## ARTICLE V

### ASSOCIATION RIGHTS

- A. The Superintendent shall meet with the WSSEA President at least once during the regular school year to review and discuss summer school problems and practices and the administration of this Agreement.
  
- B. The WSSEA and its representatives shall have the right to use school buildings at all reasonable hours and in suitable rooms in the school buildings during the summer school and regular school years for meetings. Such meetings shall not take place during school hours.
  
- C. Copies of this Agreement shall be printed at the expense of the Board after agreement with the WSSEA on format within thirty (30) days after the Agreement is signed. This Agreement shall be presented to members of the WSSEA now employed, hereafter employed, or considered for employment by the Board.

## ARTICLE VI

### TEACHER EVALUATION

- A. Classroom observations, if performed, must be performed by a certified supervisor and shall be followed in each instance by a written evaluation report and by a conference between the teacher and the supervisor for the purposes of identifying any deficiencies, extending assistance for their correction and improving instruction.
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address audio systems, and similar surveillance devices shall be strictly prohibited.
- C. By the first day of classes each summer school year, teachers shall be advised who will be performing possible observations.
- D. A teacher shall be given a copy of any class visit evaluation report prepared by the evaluator before any conference to discuss it.
- E. Evaluation conferences shall occur within two days of the observation.
- F. A teacher shall have the right to representation in an evaluation conference.
- G. No material derogatory to a teacher's conduct, service, character or personality or any material which could have an adverse effect on a teacher's status shall be placed in his/her summer school personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filled 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/her answer shall be attached to the file copy.

## ARTICLE VII

### WORK YEAR & HOURS

#### YEAR

- A. The in-school work year for teachers shall not exceed twenty-five (25) days.
- B. Teachers shall be entitled to the non-paid Independence Day legal holiday.
- C. The Board or the Administration may request voluntary work. However, any voluntary work performed on or during a legal holiday shall be compensated at double the daily rate as determined by a twenty-five (25) day work year. A teacher shall have the right to refuse to perform volunteer work during the Independence Day legal holiday.
- D. Any teacher who does not work for the entire in-school work year, as defined in paragraph (A) above, shall receive a salary prorated at the per diem rate for the days s/he actually worked.

#### HOURS

- A. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty “sign-in” roster.
- B. Specific arrival and departure times of all teachers shall be determined by the Administration, but the length of the school day shall not be changed unless it is negotiated to agreement with the WSSEA.
- C. The total in-school work day shall not exceed five (5) hours.
- D. It shall be a goal that senior high school teachers should not teach more than six advanced students for each class. Advanced students may be sent to an advanced student teacher supervisor for individual instruction and attendance during their second class.
- E. Each teacher is allowed two (2) ten-minute duty-free breaks during the course of each five-hour work day.

ARTICLE VIII

SALARY AND OTHER COMPENSATION

SALARY

	<u>2002</u>	<u>2003</u>	<u>2004</u>
New Employee	\$3,275	\$3,406	\$3,542
One (1) year experience	\$3,406	\$3,749	\$3,899
Two (2) or more years of experience	\$3,710	\$3,858	\$4,012

Staff will change steps during the 2001-2002 transition (2001 Step 1 will move to Step 2 and Step 2 will move to Step 3 in 2002.) Staff will then be frozen on step for 2003 and 2004.

Summer School registration and make-up class time shall be paid at a pro-rated hourly scale based on a five (5) hour day, 25 day summer session.

STIPEND

One summer school teacher in each secondary department (Mathematics, English, Science, Phys.Ed./Driv.Ed./Health, and World Studies) may be recommended to, and appointed by, the Board each year to provide support to the summer school administration with regard to department operations. This support shall include: monitoring the inventory, distribution, and collection of text books, supplementary materials, and supplies; providing appropriate curriculum materials and orientation to new summer school teachers; and such other appropriate tasks as may be assigned by the secondary summer school principal. Each department assistant shall be paid a stipend of \$110.00 per year for this service.

PER DIEM RATE

The per diem rate shall be calculated at 1/25 of the person's summer base salary.

## TRAVEL

Teachers who must use their automobiles, with the permission of the principal, in the course of their job shall be reimbursed as established by the IRS.

## PAY PERIODS

- A. Teachers shall be paid in two (2) equal semi-monthly installments.
- B. When a pay day falls on or during a school holiday or weekend, teachers shall receive their pay checks on the last working day.
- C. Teachers shall receive their final pay checks on the last working day of the Summer session.
- D. Pay checks shall be distributed to teachers prior to the end of the work day.

ARTICLE IX  
MISCELLANEOUS

A. LEAVE DAYS

Teachers shall be allowed up to two (2) days of leave for illness, personal or professional reasons, with the prior approval of the Superintendent or his/her designee. Teachers shall be paid at their full per diem rate, minus Fifty Dollars (\$50.00) toward substitute pay, for each of these days.

B. NOTICE

Whenever any notice is required to be given by either of the parties to the Agreement to the other, pursuant to the provision(s) of the Agreement, either party shall do so by telegram, mailgram, or registered letter at the following address:

1. If by the Board to WSSEA at:     Gerald Reynolds, President  
                                                  13 Perrin Drive  
                                                  Wayne, New Jersey 07470
  
2. If by WSSEA to the Board at:     Superintendent of Schools  
                                                  Richard M. Linkh  
                                                  50 Nellis Drive  
                                                  Wayne, New Jersey 07470

C. COMPLIANCE

Any individual contract or job description between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and be consistent with the terms and conditions of this Agreement. If an individual contract or job description contains any language inconsistent with this Agreement, this Agreement shall be controlling.

D. ENTIRE AGREEMENT

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate over any such matter, regardless of whether or not it is covered by this Agreement and whether or not it was known or contemplated by either or both parties at the time they negotiated or executed this Agreement.

E. NON-WAIVER

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

## ARTICLE X

### TERM AND SUCCESSOR AGREEMENT

#### SUCCESSOR AGREEMENT

- A. The Board and the WSSEA agree to enter into collective negotiations in good faith on all matters to terms and conditions of teacher employment.
- B. Negotiations over a successor Agreement shall begin no later than 120 days prior to the Board's 2002 election date.
- C. The WSSEA and the Board shall exchange all proposals which they desire to present as subjects for negotiations, in writing, no later than ten (10) calendar days before the date fixed for the initial negotiating session.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

#### TERM

This agreement shall be effective as of June 21, 2002 and shall continue in effect until the end of Summer School, 2004.

REPRESENTATIONS

Pursuant to negotiations under the provisions of the New Jersey Public Employer-Employee Relations Act (Chapter 303 Public laws of 1968 as amended by Chapter 123 of the Public Laws of 1974) the BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE and the WAYNE SUMMER SCHOOL EDUCATION ASSOCIATION have reached agreement with respect to the terms and conditions of employment for the orderly operation of Summer School. The BOARD and the WSSEA hereby confirm and agree to the mutual covenants contained herein, and in witness thereof, their signatures appear below.

WAYNE SUMMER SCHOOL EDUCATION ASSN.  
EDUCATION

WAYNE BOARD OF

By \_\_\_\_\_  
Gerald Reynolds, President

By \_\_\_\_\_  
Catherine Herman, President

WITNESS:

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

DATE:

DATE: