

AGREEMENT

between

THE WAYNE BOARD OF EDUCATION

and

WAYNE SUMMER SCHOOL EDUCATION ASSOCIATION

SUMMER OF 1985,

SUMMER OF 1986,

and

SUMMER OF 1987,

⊗ Effective August 1, 1985 - August 1, 1987

Approved by the Wayne  
Board of Education

August 1, 1985

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PREAMBLE

This Agreement entered into this 1st day of August, 1985 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".

WHEREAS, 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, and

WHEREAS, the Board and the WSSEA have an obligation pursuant to Chapter 303 of the Public Laws of 1968 as amended by Chapter 123 of the Public Laws of 1974 to negotiate and agree to terms and conditions of employment for the orderly operation of the summer school, and

WHEREAS, the Board and the WSSEA have reached certain understandings which they desire to confirm in the agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

A - The Board hereby recognizes the WSSEA as the exclusive and sole representative for collective negotiation 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, 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 negotiating unit as above defined.

ARTICLE II - NEGOTIATIONS OF SUCCESSOR AGREEMENT

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

B - Negotiations of the terms and conditions of employment for the 1983 and 1984 Summer School shall begin no later than 120 days prior to the Board's 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 calendar days before the date fixed for the initial negotiating session.

Article II continued

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.

ARTICLE III - 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 this Agreement.

B - The "aggrieved party" is the person or persons 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 procedure. 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, or at his option, by representative (s), selected or approved by the WSSEA. When a teacher is not represented by the WSSEA, the WSSEA shall have the right to be present at all stages of the grievance procedure.

G - All meetings and hearing 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 summer school principal, either directly or through the WSSEA designated representative, with the objective of resolving the matter informally.
- 2 - If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within three days after the presentation of the grievance, he may file the grievance in writing with the Superintendent, or his designee, within three days after the decision at Level One. The Superintendent, or his designee, shall hold a hearing with the parties in interest within two days of receipt of the appeal. The Superintendent or his designee shall render a written decision within two days after the conclusion of the hearing.

Article III continued

- 3 - If the aggrieved person is not satisfied with the disposition of his grievance at Level Two or if no decision has been rendered within one day after the hearing, 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 IV - WORK 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 25 day work year. A teacher shall have the right to refuse to perform volunteer work during the Independence Day legal holiday.

ARTICLE V - WORK HOURS

- A - Teachers shall indicate their presence for duty by placing their initial 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.

ARTICLE VI - 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.

Article VI continued

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 Director of Personnel within the time limit specified in the notice.

ARTICLE VII - TEACHER EVALUATION

A - Classroom observations, if performed, must be 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 purpose 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 summer school 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 attached to the file copy.

ARTICLE VIII - 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.

ARTICLE IX - 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.

ARTICLE X - 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 re-apply 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 XI - 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 School session.

D - Pay checks shall be distributed to teachers prior to the end of the working day.

ARTICLE XII - SALARY

Summer of 1985	\$1320. (new employee)
	1420. One (1) year experience
	1520. Two (2) or more years of experience
Summer of 1986	\$1420. (new employee)
	1520. One (1) year experience
	1620. Two (2) years of experience





ARTICLE XV - PRINTING OF THIS AGREEMENT

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 XVI - DURATION OF AGREEMENT

This Agreement shall be effective as of August 1, 1985, and shall continue in effect until August 1, 1987.

ARTICLE XV - REPRESENTATIONS

In witness whereof the parties have executed this Agreement as of the day and year noted below.

WAYNE SUMMER SCHOOL EDUCATION ASSOC.

WAYNE BOARD OF EDUCATION

BY Robert Holden  
Robert Holden, President

BY Michael P. Krause  
Michael Krause, President

BY Inge J. Nail  
Acting Secretary

August 1, 1985  
Date