Agreement

between

The Ewing Township Board of Education

and

The Ewing Township Administrators Association

For the Period

July 1 2005, through June 30, 2008

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I. Recognition

The Board of Education hereby recognizes the Administrative Staff for the purpose of collective negotiations concerning terms and conditions of employment under this Agreement with the Board for the following classifications:

Principals Vice Principals Director of Student Personnel Services Director of Special Programs Director of Administrative and Educational Services Director of Instructional Services Director of Athletics

but excluding:

all other supervisory, executive personnel and any other category of employees.

II. Negotiation Procedure

The parties agree to enter into collective negotiations over a successor Agreement. Such negotiations shall begin by mutual agreement no later than February 15 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all classifications recognized under this Agreement.

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.

III. Grievance Procedure

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1 - Vice Principals, with or without a representative, shall take up the grievance or dispute with their school principal within

ten (10) working days of its occurrence. The Assistant Superintendent for Curriculum and Instruction, immediate supervisor or school principal shall then attempt to adjust the matter and shall respond to the employee (or his/her representative) within three (3) working days.

Step 2 - If the grievance has not been settled, it shall be presented in writing by the employee (or his/her representative) to the Superintendent of Schools within five (5) working days after the Assistant Superintendent for Curriculum and Instruction, immediate supervisor or School Principal's response is due. School Principals and the Directors covered hereby shall present their grievances to the Superintendent of Schools within ten (10) days of its occurrence. The Superintendent shall respond to the grievant (or his/her representative) in writing within five (5) working days.

Step 3 - If the grievance still remains unadjusted, it shall be presented by the employee (or employee's representative) to the Board of Education in writing within five (5) days after the response to the Superintendent of Schools is due. The Board of Education shall respond in writing to the employee (or the employee's representative) within one (1) month and ten (10) days. The decision of the Board of Education shall be final and binding.

Failure at any step to communicate the decision on a grievance within the specified time limitations shall constitute acceptance of a grievance as sustained. Failure to appeal within the specified time limitations from an answer which is unsatisfactory shall be deemed to constitute an acceptance of such response as dispositive.

IV. Professional Rights

No negative records shall be placed in an administrator's file, without first being discussed with the administrator. The administrator shall sign the document indicating that he/she has read the item of record. The administrator shall also have the right to submit a written answer to the material within ten (10) working days and his/her answer should be reviewed by the Superintendent or his/her designee and attached to the file copy.

V. Insurance Protection

- A. The Board shall provide to all contracted administrators regularly employed a minimum of thirty (30) hours per week by the Ewing Township School District health care insurance protection consisting of the New Jersey State Health Benefits Program covering the administrator and his/her family dependents where appropriate. For each administrator and his/her family dependents enrolled in the various available insurance plans the Board shall pay the full premium.
- B. In addition the Board shall provide to all contracted administrators regularly employed a minimum of thirty (30) hours per week by the Ewing Township School District a prescription drug plan for the employee and his/her family with a company selected by the Board as follows:

2005-2006:

Five dollar (\$5.00) co-pay for name brands and three dollars (\$3.00) for generic drugs

Effective July 1, 2006: twenty dollar (\$20.00) co-pay for name brands, ten dollars (\$10.00) co-pay for generic drugs, and no dollars (\$0) copay for mail-in prescriptions

- C. The Board shall provide to all contracted administrators regularly employed a minimum of thirty (30) hours per week by the Ewing Township School District the 1B Dental Plan, N.J. Dental Service Plan, Inc. (Delta Dental Plan) covering the administrator and his/her family dependents where appropriate. Said plan shall also include, subject to approval by the carrier, Ortho II Family Plan, orthodontic benefits for both adults and children (children covered to age 19, student-child to age 23).
- D. Employees who retire may buy into the Prescription and Dental Plans at the group rate with the employee paying the premium costs in advance on the same payment schedule as the Board. The above is subject to the approval of the insurance carriers.

All insurance benefits shall be provided by the Board at the prevailing rate.

In no case will a person receive double coverage under any available insurance plan.

For each administrator who terminates employment with the Board of Education, the Board of Education shall make payments of insurance premiums for the State Health Plan for two (2) full months beyond termination date.

E. Administrators who elect not to take either prescription and/or dental insurance shall receive one-half (1/2) of the value of the actual premium at his/her appropriate level of coverage. All requests for changes in coverage must be submitted in writing to the Director of Human Resources a minimum of sixty (60) days prior to July 1 or January 1, the dates on which any changes shall become effective.

Payment shall be made within forty-five (45) days following the conclusion of each six (6) month coverage period - i.e. July 1 through December 31 and January 1 through June 30.

VI. Sick Leave

- A. Twelve (12)-month administrators shall receive 12 sick days annually.
- B. Reimbursement for unused sick leave Administrators who retire after completing fifteen (15) years in Ewing Township shall receive payment for all unused accumulated sick leave in accordance with the schedule set forth below:

2005-2006 \$ 95 per day up to a maximum of \$12,160 2006-2007 \$100 per day up to a maximum of \$12,800 2007-2008 \$105 per day up to a maximum of \$13,440

In the event of death, payment for unused sick leave shall be paid to the estate of the administrator at the specified rate provided said administrator meets the conditions of Article VI, Paragraph B – i.e., 15 years.

C. An administrator planning to retire shall provide written notification to the Board of his intent to retire no later than December 1 immediately preceding the effective date of retirement, except in the case of an emergency or serious unforeseen event. Failure to comply with this procedure will result in a delay of payment until such time that (1) the Board allocates the money in its next annual budget and (2) said budget becomes effective.

VII. Salary and Compensation

- A. The pay schedule for all employees covered by this Agreement shall be as set forth in Appendix "A" attached hereto.
- B. A new administrator must be employed prior to January 1 in order to qualify for the next highest pay level on the salary guide for the following year.
- C. Salaries shall be retroactive to July 1, 2005. This agreement and the appropriate retroactive payments shall cover all persons employed on that date whether deceased, retired, or no longer working in the district.
- D. Mileage Reimbursement

Effective July 1, 2005 Administrators shall be reimbursed for all approved work-related travel at the rate of \$ 0.35 per mile. However, reimbursement for attendance at fullday conferences, seminars and/or meetings when the point of departure and or arrival is the administrator's home, shall be calculated on the total number of miles traveled minus the administrator's daily commute to/from work. If the total work related travel miles is less than the administrator's daily commute, the trip shall not qualify for mileage reimbursement.

VIII. Professional Growth and Development

A. Administrators electing to take courses in State approved institutions or Board approved organizations may receive financial assistance from the Board of Education. Assistance is limited to the below listed amounts:

> 2005-2006: \$ 940 per person - \$3,760 unit maximum 2006-2007: \$ 980 per person - \$3,920 unit maximum 2007-2008: \$1020 per person - \$4,080 unit maximum

Prior approval is required by the Board of Education and its

decision is not subject to the grievance procedure.

B. The total maximum payable under this provision per year (July 1 - June 30) shall be in accordance with the above listed schedule; there shall be no carry over of unexpended monies.

IX. LEAVES OF ABSENCE

- A. Holidays
 - 1. Administrators shall follow the teachers' calendar plus Independence Day except as follows:
 - a. administrators shall be available during winter recess; and
 - b. administrators shall report for work in the district during all days of spring recess with the exception of Good Friday when said day is a designated holiday for teachers.
- B. Vacations
 - 1. All twelve (12) month Administrators shall receive twenty-two (22) vacation days annually. Upon the recommendation of the administrator's immediate supervisor and approval of the Superintendent, a maximum of five (5) vacation days may be carried over to the next school year. Under such circumstances, the total maximum number of earned vacation days shall not exceed twenty-seven (27).
 - 2. All vacation time must be recommended by the administrator's immediate supervisor and approved in advance by the Superintendent.
 - 3. Vacation days shall not be taken the first or last day of school or on days when inservice or training programs are provided by the district.
 - 4. In the event an administrator is unable to utilize his/her vacation entitlement due to a serious bona fide medical condition and/or is unable to comply with the carryover

provision of the Agreement due to a Board of Education directive or Board approved administrative directive, the ability to carry over additional days will be addressed on a case by case basis.

- C. Personal Leave
 - Personal leave shall cover brief absences not chargeable to sick leave, or professional or semiprofessional assignments directly beneficial to the school system. It provides for up to three (3) days' leave at full pay during any one year for any of the following reasons:
 - a. Illness in the immediate family. Immediate family shall be considered: father, mother, brother, sister, spouse, child or any member of the immediate household.
 - b. Death of a relative or close friend.
 - c. Recognition of religious holidays.
 - d. Marriage of the professional or marriage in the family. Family shall be considered: father, mother, brother, sister, child, nephew, niece, brother-in-law, sister-in-law, father-in-law, and mother-in-law.
 - e. Court Subpoena.
 - f. Personal, legal business, or family matters which cannot be handled outside of school hours.
 - g. Any other emergency or urgent reason not included in (a) to (f) above, if approved by the Superintendent of Schools.
 - 2. All requests for personal leave shall be submitted in writing, on the proper form, (in advance, except in the case of an emergency) recommended by the administrator's immediate supervisor and approved by the Superintendent or his/her designee; however, no more that two (2) requests will be approved for any one date.

Requests for personal leave on the day preceding or immediately following a vacation period, on inservice days, or on dates of parent conferences will be honored only in unusual cases.

- 3. Up to five (5) additional days' leave, at the discretion of the employee, shall be granted for Death in the Immediate Family (immediate family is considered the same as subsection C.1a hereinabove); up to three (3) additional days' leave, at the discretion of the employee, shall be granted for death of a mother-in-law , father-in-law_or grandparent. Said bereavement days are separate and distinct and shall not be charged as either sick leave or personal leave set forth herein.
- 4. Each administrator with unused personal leave days under Section C.1 as of June 30th of each school year shall have all such unused days added to his/her accumulated sick leave. Indication will be given annually of any conversion made to the sick leave account.

X. Term and Duration

This Agreement shall be in effect as of July 1, 2005 and shall continue through June 30, 2008.

Ratified this 27th day of February, 2006.

Ewing TownshipEwing Township Board of EducationAdministrators Association

Patricia Womelsdorf, President

Nicole Farrow, Secretary

Jonathan Savage, President

Dennis Nettleton, SBA

DATE

DATE

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APPENDIX A

2005 - 2006								
Ster	HSP	FMSP	DSP/EP	D.SPS	DIS/DAES	EHSVP	FMSVP	EVP 12
1	115.060	112.031	108,498	107.993	102.695	103.049	100.096	97.876
2	117.442	114.350	110.745	110,228	104.821	105.181	102.168	99,941
3	120,107	116,945	113,259	112,731	107.201	107.569	104,488	102.169
4	122.833	119,600	115.829	115,290	109.634	110.012	106,860	104,488
5	125,622	122.315	118,458	117.907	112.123	112,508	109.286	106.860
6	128,473	125.092	121,148	120,583	114,667	115.063	111.766	109.286
7	131,428	127.969	123,934	123,357	117.305	117.709	114,336	111.799

2006 - 2007

Ster	HSP	FMSP	DSP/EP	D.SPS	DIS/DAES	EHSVP	FMSVP	EVP 12
1	117,188	114,103	110.506	109,991	104,595	104,955	101,948	99,686
2	119.262	116,122	112,461	111,937	106,446	106.812	103,752	101,490
3	121,344	118,150	114,425	113,892	108.305	108.677	105,564	103.242
4	124.099	120,832	117.022	116,478	110,763	111,145	107.961	105.564
5	126.916	123,575	119.679	119,122	113.278	113,667	110,411	107.961
6	129.797	126,380	122.396	121,825	115,849	116.248	112,917	110,411
7	132.664	129,172	125.099	124,516	118,408	118,816	115,411	112.884
8	135,569	132.001	127,839	127,243	121,001	121,418	117,939	115.356

2007 - 2008

Ster	HSP	FMSP	DSP/EP	D.SPS	DIS/DAES	EHSVP	FMSVP	EVP 12
1	120.095	116,100	112,439	111,905	106.415	106.781	103.722	101,421
2	122,184	118,155	114,429	113,884	108.298	108.670	105.557	103.256
3	124.257	120,217	116,428	115.873	110.190	110.568	107.401	105.039
4	126.270	122.946	119.070	118.505	112.690	113.079	109.839	107.401
5	129.137	125.737	121,773	121,194	115.249	115.645	112.333	109.839
6	132.068	128,592	124,538	123.945	117.864	118,270	114.882	112,333
7	134.985	131,432	127,288	126.695	120,480	120,895	117,431	114.859
8	137.942	134.311	130.076	129,470	123,118	123,564	120.003	117.398
9	140,907	137,198	132,873	132,253	125,765	126,211	122,583	119,922