

AGREEMENT
BETWEEN
THE EWING TOWNSHIP BOARD OF EDUCATION
AND
THE EWING TOWNSHIP DISTRICT SUPERVISORS ASSOCIATION

FOR THE PERIOD
JULY 1, 2011 THROUGH JUNE 30, 2014



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I. Recognition

The Board of Education hereby recognizes the Association for the exclusive representative for all District Supervisors of Curriculum and Instruction for the purpose of collective negotiations concerning terms and conditions of employment under this agreement with the Board for the following classifications:

District Supervisors of Curriculum and Instruction

But excluding:

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

As used hereinafter, the term "District Supervisor of Curriculum and Instruction" shall refer to all members of the bargaining unit as defined above in paragraph 1.

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

A. A grievance may arise between the parties concerning the application, interpretation, or violation of this Agreement, an administrative decision, or a Board Policy.

B. Any grievance or dispute shall be settled in the following manner:

Step 1 - Building Level

A District Supervisor of Curriculum and Instruction with or without a representative shall take up the grievance or dispute with the District Supervisor of Curriculum and Instruction's immediate supervisor in an informal manner within ten (10) school days of the occurrence with the objective of resolving the matter in the most expeditious manner. In the event the discussion does not satisfactorily resolve the grievance, the District Supervisor of Curriculum and Instruction shall formally present the grievance in writing to the immediate supervisor within seven (7) school days following the informal meeting. The formal written grievance shall frame the issue of the grievance and shall identify the relief sought. The immediate supervisor shall respond in writing his/her determination of the grievance to the District Supervisor of Curriculum and Instruction within seven (7) school days of receipt of the formal grievance.

Step 2 - Superintendent

If the grievance is not settled at step 1, the District Supervisor of Curriculum and Instruction shall, within seven (7) school days of receiving his/her immediate supervisor's written response, present the formal grievance and the decision of his/her immediate supervisor to the Superintendent. The Superintendent may hold an informal

meeting with the District Supervisor of Curriculum and Instruction and his/her representative for the purposes of discovery. The Superintendent shall respond in writing to the District Supervisor of Curriculum and Instruction his/her determination of the grievance within fifteen (15) school days of his/her initial receipt of the grievance.

Step 3 - Board of Education

If the grievance still remains unadjusted, it shall be presented by the District Supervisor of Curriculum and Instruction (or his/her representative) to the Board of Education in writing within five (5) school days of receiving the Superintendent's written response. A three (3) member panel of the Board of Education shall hold a formal hearing within twenty (20) school days of receipt of the grievance. The purpose of this hearing shall be for the presentation of evidence, witnesses, and supporting arguments. The Board shall communicate its decision in writing to the District Supervisor of Curriculum and Instruction within thirty (30) school days of the close of the hearing. The decision of the Board shall be final and binding.

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

IV. Professional Rights

No records shall be placed in a District Supervisor of Curriculum and Instruction's file, without first being discussed with the individual District Supervisor of Curriculum and Instruction. The District Supervisor of Curriculum and Instruction shall sign the document indicating that he/she has read the item of record. The District Supervisor of Curriculum and Instruction 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 insurance coverage to all contracted District Supervisors of Curriculum and Instruction regularly employed a minimum of thirty (30) hours per week by the Ewing Township Board of Education as follows:
 - 1. Employees shall contribute towards the premium the current amount dictated by existing law.
 - 2. In addition the Board shall provide a prescription drug plan, including a thirty-four (34) day supply per prescription, excluding mail order, with five dollars (\$5.00) co-pay for name brands and three dollars (\$3.00) co-pay for generic drugs effective through June 30, 2006 and beginning July 1, 2006, \$20.00 co-pay for name brands, \$10.00 co-pay for generic drugs, and \$0 co-pay for mail order drugs, for the District Supervisor of Curriculum and Instruction and his/her family with a company selected by the Board.
 - 3. The Board shall provide the 1B Dental Plan, N.J. Dental Service Plan, Inc. (Delta Dental Plan) covering the District Supervisor of Curriculum and Instruction 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).

- B. District Supervisors of Curriculum and Instruction who retire may buy into the Prescription and Dental Plans at the group rate with the District Supervisor of Curriculum and Instruction 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 District Supervisor of Curriculum and Instruction receive double coverage under any available insurance plan.

- C. District Supervisors of Curriculum and Instruction 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 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.

All employee contributions to medical shall be paid by payroll deduction and/or Section 125 medical spending account disbursement, which shall be authorized by each employee.

VI. Leaves of Absence

A. Sick Leave

1. All District Supervisors of Curriculum and Instruction shall be allowed sick leave with full pay for twelve (12) school days in any school year. Unused sick leave days shall be accumulative for use in subsequent years as additional sick leave as prescribed by law.
2. Reimbursement for unused sick leave: District Supervisors of Curriculum and Instruction 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:

2011-2014: \$ 115 per day up to a maximum of \$14,720

A District Supervisor of Curriculum and Instruction planning to retire shall provide written notification to the Board of his/her intent to retire no later than December 15 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.

B. Personal Leave

1. 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 District Supervisor of Curriculum and Instruction'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 in-service days, or on dates of parent conferences will be honored only in unusual cases.

3. Each District Supervisor of Curriculum and Instruction with unused personal leave days (provided under Section B.1 hereinabove) 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 District Supervisor of Curriculum and Instruction's sick leave account.

C. Bereavement Leave

1. Five (5) additional days' leave shall be granted for Death in the Immediate Family:

Immediate family shall be considered the same as subsection B.1a above), plus mother-in-law and father-in-law. Said bereavement days are separate and distinct and shall not be charged as either sick leave or personal leave herein described.

VII. Work Year and Workday

A. Holidays

1. District supervisors shall follow the teachers' calendar plus Independence Day except as follows:
 - a. district supervisors shall be available during winter recess, and...
 - b. district supervisors shall report for work in the district 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 district supervisors shall received twenty-two (22) vacation days annually. Upon the recommendation of the district supervisor'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 district supervisor'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 a district supervisor 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.

VIII. Professional Growth and Development

A. Tuition Reimbursement

1. District Supervisors of Curriculum and Instruction 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 \$1,200 per person, per year. Prior approval is required by the Board of Education and its decision is not subject to the grievance procedure.
2. The total maximum payable under this provision shall be \$4,800 per year (July 1 - June 30); there shall be no carry over of unexpended monies.
3. In order to qualify for said tuition reimbursement, the following additional conditions must be met;
 - a. The course(s) must relate to the District Supervisor of Curriculum and Instruction's job responsibilities; and
 - b. The course(s) do not exceed Masters +30.

B. Conventions, Workshops and Conferences

1. The Board shall provide \$1,000 per District Supervisor of Curriculum and Instruction with an annual bargaining unit cap of \$5,000 for attendance at approved conventions, workshops and conferences.
2. Prior approval of the Superintendent is required and his/her decision is not subject to the grievance procedure.

IX. Salary

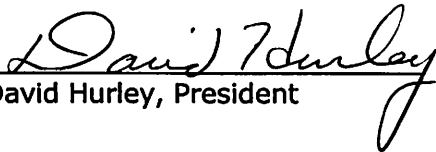
- A. The salary schedule for all District Supervisors of Curriculum and Instruction covered by this Agreement shall be as set forth in Appendix "A" attached hereto.
- B. A new District Supervisor of Curriculum and Instruction must be employed prior to February 1 in order to qualify for the next highest pay level on the salary guide for the following year.

X. Term and Duration

This Agreement shall be effective July 1, 2011 and shall continue in effect until June 30, 2014.

Ratified this 29th day of August, 2011.

Ewing Township District
Supervisors Association



David Hurley, President

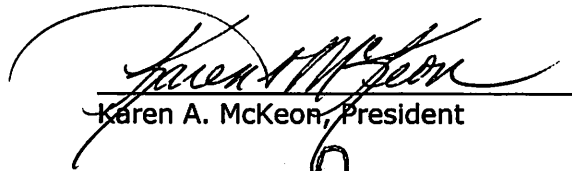


Kelly Kawalek, Secretary


10/6/11

Date

Ewing Township Board of Education



Karen A. McKeon, President



Brian Falkowski, School Business
Administrator/Board Secretary

11/1/11

Date

APPENDIX A
SALARY SCHEDULE

2011-2012

<u>Step</u>	<u>Salary</u>
1	\$116,800
2	\$116,781
3	\$118,792
4	\$119,772
5	\$121,411
6	\$123,050
7	\$126,170
8	\$129,290

2012-2013

<u>Step</u>	<u>Salary</u>
1	\$117,800
2	\$118,892
3	\$119,984
4	\$121,076
5	\$122,168
6	\$123,839
7	\$125,511
8	\$131,876

2013-2014

<u>Step</u>	<u>Salary</u>
1	\$118,800
2	\$119,962
3	\$121,125
4	\$122,287
5	\$123,449
6	\$124,611
7	\$128,751
8	\$132,890

**SUMMARY FORM
COLLECTIVE BARGAINING AGREEMENT
PUBLIC SECTOR / NON-POLICE & FIRE**

Public Employer: The Ewing Public Schools Employee Organization Ewing Township District Supervisors Association

Base Year Contract Term: 7/1/2008 6/30/2011 New Contract Term 7/1/2011 6/30/2014

Synopsis of Settlement/
Award/Recommendation: The base year contract salary increased by 2% per year, for a cumulative of 6% increase over 3 years.
The amended medical benefits language to incorporate P.L. 2011, Chapter 78.

	<u>BASE YEAR</u> <i>(previous agreement)</i>	<u>NEW BASE YEAR</u> <i>(successor agreement)</i>
Salary:	\$618,326.00	\$630,693.00
Increment:		
% Increase:	0.00%	2.00%
Avg. Yield		
per person in dollars:	\$123,665.00	\$126,139.00
Uniforms:	\$0.00	\$0.00
Boot/Shoe:	\$0.00	\$0.00
Longevity:	0	\$0.00
Holiday Pay:	\$0.00	\$0.00
Shift Differential	\$0.00	\$0.00
Overtime:	\$0.00	\$0.00
Stipends:	\$0.00	\$0.00
Bonuses:	\$0.00	\$0.00
Education:	\$1,200.00	\$1,200.00
EMT:	\$0.00	\$0.00
Other*:	\$0.00	\$0.00

* Additional Costs: *(please list on separate sheet & include in total)*

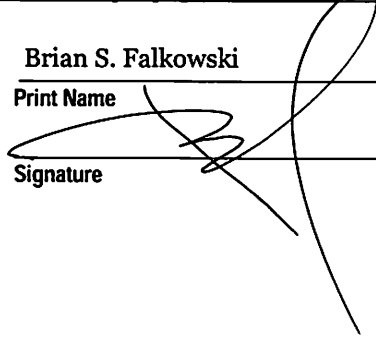
Medical:

Contributions:	N/A	Varies per P.L. 2011, Ch. 78
Cost of Health	NJSEHBP	NJSEHBP
Prescription	Bollinger	Bollinger (no change)
Dental:	Delta	Delta (no change)
Vision:	N/A	N/A

NEW AGREEMENT ANALYSIS

Effective Date	<u>Year</u>	<u>Year</u>	<u>Year</u>	<u>Year</u>
% Increase	2.00%	2.00%	2.00%	0.00%
Avg. Yield (p/p*)	\$126,139	\$128,661	\$131,234	
Cost of Increase/:				
Impact of Settlement:				
Percentage Impact:	2.00%	2.00%	2.00%	0.00%
Actual dollar Impact:	\$12,368.00	\$12,614.00	\$12,868.00	
TOTAL BASE SALARY AT END OF EACH YEAR	\$630,693.00	\$643,306.00	\$656,172.00	

The undersigned certifies that the foregoing figures are true and is aware that if any of the foregoing items are false, s/he is subject to punishment.

Prepared by: Brian S. Falkowski
Print Name

Signature

Title: School Business Administrator
Date: 11/14/2011