

**AGREEMENT FOR CONTRACT YEARS**

**2005-2006**

**2006-2007**

**2007-2008**

**CEDAR GROVE BOARD OF EDUCATION**

**AND**

**CEDAR GROVE SCHOOL ADMINISTRATORS ASSOCIATION**

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## **PREAMBLE**

This Agreement is entered into this first day of July 2005 between the Board of Education of Cedar Grove, New Jersey hereinafter called the "Board" and the Cedar Grove School Administrators Association hereinafter called the "Association."

The Board has an obligation, pursuant to Chapter 303, Public Laws 1968, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment. The parties have reached certain understandings, which they desire to confirm in this Agreement.

The Board and the Association agree as follows:

### ARTICLE I TERM OF AGREEMENT

This Agreement shall take effect on July 1, 2005 and end on June 30, 2008 but, with the approval of both parties hereto, may be renewed for successive terms of one year each, subject to such modifications as may be mutually agreed upon for any such year.

### ARTICLE II RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified personnel listed below, whether under contract or on leave, employed by the Board.

Principals  
Vice Principals  
Directors  
Supervisors  
Supervisory Subject Area Leaders (SSALs)

but excluding:

Superintendent	Learning Consultants
Teachers	Psychologists
Nurses	Social Workers
Counselors	Board Secretary
Media Specialists	Non-professional Staff
Subject Area Leaders	School Business Administrator
Educational Resources Teacher Coordinator (ERTC)	
Instructional Resource Teacher Coordinator (IRTC)	
Supervisor of Buildings and Grounds	

Unless otherwise indicated, the term "administrators," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

References to "Group A" shall include all principals, vice principals, and directors. References to "Group B" shall include all other members of the unit.

Representatives of the Cedar Grove School Administrators Association will be permitted to transact official Association business on school property at times other than when school is in session.

### ARTICLE III ADMINISTRATIVE SALARY DETERMINATION

Administrative salaries will be determined annually through the process of negotiation between the Association and the Board. Among the factors that will be reflected in the determination of such salaries will be the general increase of New Jersey public schools administrative salaries, cost of living increase, administrative experience, level of educational preparation, position of responsibility, and performance.

The Board will determine initial placement of the administrator on the salary guide.

The Board will have the right to place administrators with less than twelve years of public education experience at a salary that would be negotiated. This salary would not necessarily be one of the guide position numbers and may be adjusted in future years to one of the guide positions.

When a current administrator is being moved to a position on a guide other than the one on which he/she is presently, his/her placement on the new guide will be negotiated with the C.G.S.A.A.

The step or guide number is that which is suggested and not necessarily an automatic level. The Board will determine the amount of increment and/or percentage of increase based on evaluation and performance.

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The following salary guide shall apply for administrators employed prior to July 1, 2005.

**Administrative Salary Guides  
2005-2008**

	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
<b>HS Principal</b>	\$125,235	\$128,870	\$132,600
<b>HS Vice Principal</b>	\$ 97,800	\$100,650	\$103,650
<b>MS Principal</b>	\$112,825	\$116,150	\$119,600
<b>MS Vice Principal</b>	\$112,825	\$116,150	\$119,600
<b>NE Principal</b>	\$109,850	\$113,050	\$116,400
<b>SE Principal</b>	\$112,825	\$116,150	\$119,600
<b>Dir. Of St. Serv.</b>	\$ 98,800	\$101,675	\$104,750
<b>SSAL Hum</b>	\$ 86,530	\$ 87,870	\$ 89,675
<b>SSAL Tech</b>	\$ 67,885	\$ 71,585	\$ 75,215
<b>SSAL AD</b>	\$ 88,955	\$ 90,330	\$ 92,285
<b>Longevity</b>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
15+	\$ 1,450	\$ 1,650	\$ 1,760
20+	\$ 1,900	\$ 2,150	\$ 2,250
25+	\$ 2,350	\$ 2,650	\$ 2,800
30+	\$ 2,910	\$ 3,250	\$ 3,500
<b>Degree Levels</b>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
MA 15	\$ 1,500	\$ 1,500	\$ 1,500
MA 30	\$ 2,790	\$ 2,790	\$ 2,790
MA 45	\$ 4,190	\$ 4,190	\$ 4,190
MA 60	\$ 5,600	\$ 5,600	\$ 5,600
Doctorate	\$ 7,000	\$ 7,000	\$ 7,000

For the purpose of setting salary for any member of the Association hired on or after July 1, 2005, the following is provided as a guide for minimum base pay.

<b><u>Position</u></b>	<b><u>Minimum</u></b>
HS Principal	\$92,770
HS Vice Principal	\$79,700
MS Principal	\$81,720
MS Vice Principal	\$77,900
NE Principal	\$81,720
SE Principal	\$81,720
Director of Student Services	\$84,220
SSAL Humanities	\$60,000
SSAL Tech	\$60,000
SSAL AD	\$65,000

Staff members who request of the Business Office prior to August 15 the establishment of a summer payment plan shall have 10% of their monthly gross base earnings withheld from September through June. Funds accumulated through this deduction shall be payable to the staff member in two equal installments on July 15 and August 15 following the work year. Staff members employed after August 15 may request the summer payment plan prior to the first full month of employment. The deduction shall be made during each full month of their employment. An employee shall automatically continue in the summer payment plan unless he/she notifies the Business Office to terminate participation by June 15.

### **Stipends**

Group B administrators are eligible to apply for and fill advisory and/or coaching positions as defined in the contract between the Cedar Grove Education Association and the Board and shall receive appropriate stipends as established by the Board. The position of webmaster shall also be available to Group B administrators at the noted stipend but without adjusted schedule.

## ARTICLE IV VACATIONS

Twelve-month administrators who were employed in the district prior to July 1, 2005 shall receive an annual vacation allowance of thirty (30) days.

Twelve-month administrators who begin service in the district on or after July 1, 2005 shall accrue vacation on the following schedule:

Year 1: Concurrent with 10-month administrators  
Year 2: 18 days  
Year 3: 20 days  
Year 4-8: +2 days each year to a maximum allotment of 30 days.

Ten-month administrators shall work from September 1 through June 30 of each school year. They shall not work during periods of time when school is closed for teachers and students. Ten-month administrators will work five (5) *common* days between July 1 and August 31 of each school year as agreed to with the Superintendent.

An additional 1 to 5 days between July 1 and August 31 may be requested by the Superintendent upon agreement of the date(s). The administrator will be given compensatory time or per diem salary at 1/240 of his/her annual rate at the discretion of the administrator.

If the district decides to close offices during the week between Christmas and New Year's Day, twelve-month administrators must use vacation days for actual days taken.

At the discretion of the Superintendent, a twelve-month administrator who is unable to use all of his or her vacation days in a given school year due to unforeseen circumstances may carry over five (5) vacation days, to be used by March 1<sup>st</sup> of the ensuing school year.

Vacation days for all administrators shall be scheduled with and subject to the approval of the Superintendent.

## ARTICLE V GRIEVANCE PROCEDURE

An administrator may request, through established channels, reconsideration of his salary determination or consideration of grievances pertaining to terms and conditions of employment contemplated or effected by the Board. In addition to or in lieu thereof, he may follow the procedure set forth in the further provisions of this Article V. In either event, at the request of the administrator, the salary or grievance in question will not be presented at a public meeting until reconsideration is completed.

At any time subsequent to an administrator's receipt of the notification specified in the second paragraph of Article VI hereof, but not later than fourteen (14) calendar days after the administrator receives his contract or letter of employment setting forth the amount of salary that is the source of his dissatisfaction, he may submit to the Superintendent a

written report for the appointment of a Review Panel, a member of which must be named in such request. Within two (2) school days after receipt of such request, the Superintendent shall name a second member of the Review Panel. The two (2) members so named, within two (2) additional working days, shall name a third member. The members of the Review Panel must be employees of the Board included in job classifications represented by the Association for purposes of negotiations.

Within three (3) working days after appointment of such third member, the Review Panel shall meet with the dissatisfied administrator. At such meeting the administrator will be given reasonable opportunity to present his position with regard to his alleged grievance, including such voluntary oral or written statements of other persons as he may deem important. The Review Panel may also accept such oral or written statements of other persons as it may deem appropriate. If at least two (2) members of the Review Panel agree in whole or in part with the administrator's position, the Panel at its option, may request a conference with the Board. The date of such request must be made within ten (10) days of the initial Panel meeting. The Board shall schedule the conference to be held within the next twenty (20) working days or at such other date as may be mutually agreeable. At such conference the Review Panel and the administrator will be given a reasonable opportunity to present the facts related to the complaint and their position relating thereto, including such voluntary oral or written statements of other persons as they may deem important. The Board may also consider such oral or written statements of other persons as it may deem appropriate.

Within ten (10) working days after such conference(s) the Board will prepare a written decision on the complaint, copies of which will be delivered to the administrator and each member of the Panel by the Superintendent. For the purpose of Article V of the Agreement, the Board's decision shall be final and conclusive.

For alleged grievances other than salary considerations a similar procedure will be followed.

Nothing herein is intended as an infringement upon or limitation of any rights, under law, of an employee of the Board.

#### ARTICLE VI ISSUANCE OF CONTRACTS

Whenever the Board at a public meeting authorizes the issuance of a contract or letter of employment for an administrator, the Secretary of the Board shall, within five (5) working days following such meeting, issue a written contract or letter to the administrator.

Whenever the Board, in conference, plans a specific action with respect to an administrator's salary, the Superintendent shall, within two (2) working days following such conference (but prior to public disclosure), orally notify the administrator of the contemplated course of action.



ARTICLE VII NEW POSITION OR DUTIES

Whenever a new administrative position is created, determination of salary for such position shall be determined by the Board. Whenever the Association and the Board agree that the duties of an existing position are being substantially revised, determination of salary and/or a stipend for such position shall be negotiated by the Association and the Board.

ARTICLE VIII INSURANCE

Medical Coverage:

- a. For administrators covered by this agreement and working half (1/2) time or more, the Board shall pay the full premium for Managed Care health insurance coverage (currently Horizon Direct Access) for the employee and his/her immediate family (spouse and eligible children).
- b. Administrators covered by this agreement, working half (1/2) time or more, and hired before July 1, 2005, may select Traditional health insurance coverage for the administrator and his/her immediate families (spouse and eligible children) under the following terms:
  - 1) for 2005-2006, the employee who elects to stay in the Traditional plan will contribute 15% of the “buy up” from managed care (Direct Access) to Traditional. Deductions will be made each pay period.
  - 2) for 2006-2007, the employee who elects to stay in the Traditional plan will contribute 25% of the “buy up” from managed care (Direct Access) to Traditional. Deductions will be made each pay period.
  - 3) for 2007-2008, the employee who elects to stay in the Traditional plan will contribute 35% of the “buy up” from managed care (Direct Access) to Traditional. Deductions will be made each pay period.
- a. Administrators hired on or after July 1, 2005 shall be enrolled in the Managed Care plan.
- b. In 2006-2007, the deductible for Traditional will increase to \$200/\$400 and continue at that rate for the term of the contract.
- c. In 2006-2007, the copay for Managed Care will increase to \$10 and continue for the term of the contract.
- d. On an annual basis, an administrator may choose to “opt out” of medical benefits and be reimbursed according to the following schedule:

Opt out for Single	\$1400
Opt out for Parent/Child	\$2000
Opt out for Husband/Wife	\$3000
Opt out for Family	\$3500

1. The administrator must notify the Business Administrator of his/her desire to “opt out” in writing, complete the required forms provided by the Business Administrator, and provide proof of health insurance from another source.
  2. Payment of the “opt out” incentive will be made in two installments, one in January of the school year and one at the end of the school year in June.
2. Prescription Coverage: The Board shall provide and administer a prescription drug plan for the employee and eligible dependents based on a \$5-\$10 co-pay plan during the first and second years of the contract. In the third year of the contract, prescription benefits change to a \$5-\$10-\$25 co-pay plan.

The carrier may be changed from time to time at the discretion of the Board after consultation with the Association.

3. Dental Coverage: The Board agrees to pay the cost of full family dental coverage for each employee.
4. The individual staff member shall be responsible for completion and filing of application forms with the Business Administrator. Coverage will become effective in accord with the terms of the insurance contracts held by the Board.
5. The Board and the Association are greatly concerned with the ever-increasing cost of employees’ and their dependents’ hospitalization and the unnecessary waste of insurance premium dollars due to the failure of employees to notify the Business Administrator’s office of a change in status. Therefore, in an effort to avoid the unnecessary waste of insurance premium dollars, each administrator shall be required to list annually on a form distributed by the Business Administrator his/her eligible dependents with their birth dates and file said list in the Business Administrator’s office by May 15 for the following year.

#### ARTICLE IX RETIREMENT BENEFITS

A. Upon an Administrator’s retirement after seven (7) years of service in Cedar Grove, a maximum of 150 accumulated sick days shall be compensated at the rate of \$100 per day if notification of retirement is received prior to February 1<sup>st</sup> for retirement on or before July 1<sup>st</sup>.

Upon an Administrator’s retirement after seven (7) years of service in Cedar Grove, a maximum of 150 accumulated sick days shall be compensated at the rate of \$90 per day if notification of retirement is received on or after February 1<sup>st</sup> for retirement on or before July 1<sup>st</sup>.

B. Any member whose accumulated sick days on July 1, 2005 exceed 150 will be compensated at retirement according to one of the following schedules:

1) Upon an Administrator's retirement after seven (7) years of service in Cedar Grove, 90% of his accumulated sick days shall be compensated at the rate of \$95 per day if notification of retirement is received prior to February 1<sup>st</sup> for retirement on or before July 1<sup>st</sup>.

2) Upon an Administrator's retirement after seven (7) years of service in Cedar Grove, 90% of his accumulated sick days shall be compensated at the rate of \$87 per day if notification of retirement is received on or after February 1<sup>st</sup> for retirement on or before July 1<sup>st</sup>.

C. Under all circumstances described above in this Article, the first of two equal payments shall be made in January of the school year following retirement. The second payment shall be made in January of the second school year following retirement.

## X. ABSENCES

A. Absence for Business That Cannot Be Handled Outside of School Hours—  
It is understood that attendance at work is a contractual obligation which must be taken seriously. This being the case, personal days are not to be taken except to handle business which cannot be scheduled outside of school hours.

An administrator shall submit the personal day request form with the reason for the request stated to his/her supervisor/Superintendent as far in advance as possible when he/she expects to be absent for personal business. It shall be understood that when an absence will create problems in the normal operation of the school or the instructional program, the supervisor/Superintendent may ask the administrator to request a different day, if possible, for the conduct of his/her personal business.

Reasons for such days include but are not limited to:

- |                          |                        |
|--------------------------|------------------------|
| 1. Marriage              | 5. Religious holy days |
| 2. Court appearance      | 6. Accidents, fire     |
| 3. Academic Examinations | 7. House closing       |
| 4. Graduation exercises  |                        |

A staff member requiring a day off for a highly confidential and personal reason may initiate a request stating "Confidential Personal Family Business" as the reason.

In those cases where an emergency personal day has been taken, without prior approval, the administrator will document the absence by submitting the

appropriate form to his/her supervisor/Superintendent within 2 days of his/her return to school. Failure to follow this procedure will result in a salary deduction of 1/200 for the 10-month administrator and 1/240 for the 12-month administrator for the emergency personal day.

Each 10 month administrator shall be granted four (4) days per year. Each 12 month administrator shall be granted five (5) days per year. Up to two (2) unused personal days may be accumulated annually as sick leave entitlement applicable during the following years for personal illness or retained for reimbursement at retirement. Any administrator not grandfathered under Article IX, Section B may carry over three (3) unused personal days to be used during the following years for personal illness or retained for reimbursement at retirement.

Additional days may be granted by the Board upon the recommendation of the Chief School Administrator.

Should an administrator be called for jury duty and not eligible for exemption during the school year, service shall not be charged to any of the previously-mentioned categories. The administrator shall receive full salary.

Administrators should not schedule business that cannot be handled outside of school hours for the day before or the day after holidays or school vacation periods. The Chief School Administrator may approve such days in the event of extenuating circumstances.

B. Bereavement

Five (5) days absence will be permitted when death occurs in the immediate family. Immediate family is generally considered to be husband, wife, son, daughter, mother, father, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, and domestic partner as defined by the NJ Domestic Partnership Act. One day's absence will be permitted, if necessary, to attend the funeral of an uncle, aunt, niece, nephew, and cousin. Any modification or extension of this leave may be granted for just cause on recommendation of the Chief School Administrator.

C. Salary Deduction

A salary deduction of 1/200 for the ten (10) month and 1/240 for the twelve (12) month employees will be made for time in excess of that permitted. The Chief School Administrator may recommend that no deduction be made.

The Chief School Administrator will report to the Board those people who exceed the allowable number of days. Adjustments in salary will be made within a two-month period. Each case will be handled on its own merit by the Chief School Administrator for recommendation to the Board. Final salary adjustments, if

necessary, will be made in June.

D. Professional Meetings – School Visitation

Attendance at professional meetings and observations in other schools are considered to be school business and are not charged to any of the previously mentioned categories. These must be approved in advance by the Chief School Administrator.

## ARTICLE XI EXTENDED LEAVE OF ABSENCE

A. **Types of Extended Leaves.** An administrator may apply for a variety of extended leaves of absence. Such leaves may be taken individually or in combination with each other.

1. **District extended leave** allows an administrator to be absent for an extended period of time without pay and without benefits. The three types of district extended leave are:
  - a. **General Extended Leave** may be granted at the Board's discretion for any viable reason documented by the administrator.
  - b. **Maternity Leave** may be granted for the administrator's preparation for delivery, delivery, and recovery from delivery. Within such a leave, an administrator may utilize up to a maximum of forty (40) days of accumulated sick leave and receive pay and benefits for those days.
  - c. **Child Care Leave** may be granted for child care following the delivery of or adoption of a child.
2. **Federal Family Leave** allows an administrator to be absent for specified reasons for 12 weeks within a 12-month period. Federal Family Leave is without pay but with benefits.
3. **New Jersey Family Leave** allows an administrator to be absent for specified reasons for 12 weeks within a 24-month period. New Jersey Family Leave is without pay but with benefits.

B. **Length of Extended Leaves.**

1. **District Extended Leaves: Tenured Staff**

- a. An administrator on tenure shall be granted a **General** Leave of absence at the Board's discretion without pay for up to one (1) year, inclusive of pertinent Federal and/or New Jersey Family Leave. The portion of such leave extending beyond that allowed by Federal and/or New Jersey Family Leave shall not include benefits.
- b. An administrator on tenure shall be granted a **Maternity** Leave of absence at the Board's discretion without pay and without benefits for up to 40 days.

If the administrator elects to use accumulated sick days during this timeframe, such leave will be with pay and benefits. The administrator may use up to 40 days of accumulated sick leave for this purpose.

- c. An administrator on tenure shall be granted a **Child Care** Leave of absence at the Board's discretion according to the following stipulations:

- (1) For a natural born child

- (a) If the child is born on or after September 1, the administrator may request leave not to exceed the following school year.

- (b) The request for such leave shall be made for an infant no older than two months.

- (2) For an adopted child

- If the child is pre-kindergarten age by Cedar Grove entrance age requirements on the date of adoption, an administrator may request a leave not to extend beyond the end of the academic year in which the child is adopted. . It is understood that the administrator will return at the start of the next fall term.

- 2. **Federal and/or New Jersey Family Leave: Tenured Staff**

- An administrator on tenure may be granted a Federal and/or New Jersey Family Leave in accordance with the terms and timeframes provided by law.

- 3. **District Extended Leaves: Nontenured Staff**

- a. An administrator who is nontenured is not eligible to request a District **General** Extended Leave.

- b. An administrator who is nontenured shall be granted a District **Maternity** Leave of absence at the Board's discretion without pay and without benefits for up to 40 days. If the administrator elects to use accumulated sick days during this timeframe, such leave will be with pay and benefits. The administrator may use up to 40 days of accumulated sick leave for this purpose.

- c. An administrator who is nontenured shall be granted a District **Child Care** Leave of absence at the Board's discretion according to the following stipulations:

- (1) For a natural born child

- (a) The Child Care Leave may not extend beyond the end of the academic year in which the child is born.

- (b) The request for such leave shall be made for an infant no older than two months.

(2) For an adopted child

If the child is pre-kindergarten age by Cedar Grove entrance age requirements on the date of adoption, an administrator may request a leave not to extend beyond the end of the academic year in which the child is adopted. It is understood that the staff member will return at the start of the next fall term.

4. **Federal and/or New Jersey Family Leaves: Nontenured Staff**

An administrator who is nontenured may be granted a **Federal and/or NJ Family Leave** in accordance with the terms and timeframes provided by law.

5. Where a leave of absence is granted for a full school year, all extensions or renewals of such leave shall be applied for, in writing, by March 1 of the calendar year in which the extension is requested and may be granted at the Board's discretion.
6. An administrator's unused accumulated sick leave, position on the salary guide, and the longevity status to which he was entitled at the time his leave of absence commenced shall be restored to him upon his return.

C. **Procedures**

1. All requests for extended leaves of absence must be submitted in writing to the Chief School Administrator and must specify the following:
  - a. The type(s) of leave(s) that is (are) being requested (Federal Family Leave, NJ Family Leave, District General Leave, District Maternity Leave, District Child Care Leave)
  - b. The dates of the requested leave(s)
  - c. The purpose for the requested leave(s).
2. Request for leaves that are foreseeable shall be submitted at least 60 days in advance of the beginning of the leave.
3. District Maternity Leave
  - b. An administrator shall notify the Chief School Administrator of her pregnancy as soon as possible so that a suitable replacement may be secured.
  - c. The administrator shall notify the Chief School Administrator of her intention to utilize accumulated sick leave up to a maximum of forty (40) days during the period of disability.
  - d. The administrator shall submit a physician's statement attesting to her general health, how long she may continue normal teaching, the expected date of birth, and the expected date of return.

- e. Prior to returning to work, the administrator shall submit a physician's statement certifying the teacher's ability to resume normal teaching duties.
  - f. A statement of intent to return to normal teaching duties shall be submitted to the Chief School Administrator no later than March 1 of the leave year.
4. District Child Care Leave
- b. Notice of the commencement of child care leave shall be submitted to the Chief School Administrator no less than sixty (60) days prior to the start of the leave and shall include commencement and termination dates of such leave.
  - c. Application for child care leave may be included in the request submitted for maternity leave.
  - d. A statement of intent to return to normal administrative duties shall be submitted to the Chief School Administrator no later than March 1 of the leave year.

**D. Benefits and Salary**

- 1. Leaves granted under this article are without salary, except as provided in District Maternity Leave through the use of accumulated sick leave.
- 2. Employees on District General Leave shall be entitled to no benefits.
- 3. Employees on District Maternity Leave shall be entitled to no benefits if accumulated sick leave is not utilized. If accumulated sick leave is utilized, benefits will continue for the duration of such use.
- 4. Employees on District Child Care Leave shall be entitled to no benefits.
- 5. Employees on Federal and/or New Jersey Family Leave shall be entitled to benefits as provided by law.
- 6. When an employee combines District Maternity Leave and/or District Child Care Leave with Federal and/or New Jersey Family Leave, benefits shall be provided as per the Federal and/or New Jersey Family Leave rules.
- 7. An administrator desiring to continue health insurance coverage during a leave may purchase any or all available coverage as permitted by the carrier by paying in advance to the Board the premium rates charged to the Board by its insurance carrier.

ARTICLE XII SABBATICAL LEAVE

A. Purpose of Sabbatical Leave



1. Sabbatical leave is granted to professional personnel to permit them an opportunity for improving their ability to render educational service. Such improvement is usually achieved by formal study and research and/or writing to meet degree requirements. Applications for other types of experiences will be considered on their merits and may be approved by the Board upon the recommendation of the Chief School Administrator.
2. Application requirements and procedures:
  - a. Applications for sabbatical leave must be filed with the Sabbatical Leave Committee on the prescribed form. It would be desirable to submit a preliminary proposal for committee review by December 1. Applications for leaves must be filed by January 1. The Board, however, reserves the right to grant exceptions.
  - b. The Chief School Administrator shall give notice in writing to the applicant whether the request is granted or rejected within sixty (60) days after the due date for filing the application.
  - c. The application shall contain:
    1. A statement of the purpose of the leave both with regard to the administrator and the Cedar Grove schools.
    2. An outline and/or discussion of the program.
    3. Evidence of professional sponsorship as indicated in Section 3 following.
    4. Written comments on the purpose of the leave by the supervisor/Superintendent with whom the matter appropriately rests.
    5. A statement regarding any compensation the administrator expects to earn or be awarded during the period of the leave and the conditions to be fulfilled by the candidate in this condition.
3. Each applicant shall offer, whenever possible, evidence of professional sponsorship. In the case of formal study such evidence would be a statement of acceptance by a university in a planned program of study which is considered to be full time, and said applicant shall submit evidence of this fact by said institution.

For research programs a statement of the awarding of a grant or a statement from a recognized authority that he has reviewed the proposal

and will undertake to sponsor it should be submitted.

Proposals for writing should present evidence of prior commitment by a publisher or a commitment by a publisher or a commitment from a recognized authority to serve as an editorial consultant.

4. Exceptions shall be granted at the discretion of the Chief School Administrator and the Board.

B. Authorization

1. Sabbatical leave of absence shall be granted to members of the school professional staff subject to provisions of Sections C to F below. The granting of such leave is subject to the approval of the Board upon the recommendation of the Chief School Administrator when, in their considered judgment, the professional competence of the staff member and the general welfare of the public schools will be benefited.
2. Sabbatical leave shall be granted from September 1 to June 30 and shall be for the entire period.

C. Eligibility and Qualifications

1. An applicant must hold a life or permanent certificate.
2. An applicant must have ten (10) consecutive years of service in public education, including seven (7) consecutive years as a full time staff member in the Cedar Grove School System.
3. Subsequent sabbatical leave will be authorized only after eligibility has been re-established by an additional seven (7) years of service as a full time staff member.
4. No more than two (2) percent of the professional employees covered by this Agreement will be granted sabbatical leave for the ten (10) month period, September 1 to June 30.
5. Insofar as possible a proportionate division of leaves shall be granted to the various groups of the professional staff.
6. The applicant must file with the Board Secretary a written agreement that He/she will remain in the service of the Cedar Grove Public School System, subject to Section F, for a period of three (3) years after the expiration of the leave.

D. Sabbatical Leave Committee

1. Applications and reports relative to sabbatical leave shall be handled by the Sabbatical Leave Committee. It shall be the duty of the Committee to make recommendations to the Chief School Administrator on all applications for sabbatical leave.
2. The Sabbatical Leave Committee shall be constituted as follows:
  - a. There shall be six (6) members
  - b. The Chief School Administrator shall be a member and act as chairman
  - c. The President of the Association shall be a member
  - d. Two additional members shall be appointed by the Chief School Administrator
  - e. Two additional members shall be appointed by the Executive Board of the Association
  - f. All decisions shall be by majority vote

E. Requirements and Status While on Leave

1. Financial
  - a. Compensation shall be one half of the salary which would be received if the staff member were performing his normal duties in the school system.
  - b. Grants and/or subsidies obtained by the staff member during the period of leave shall not reduce the above compensation.
  - c. Payments shall include all benefits (New Jersey State Health Benefits Program – see Article VIII) given to the professional staff in the same manner and at the same time as the payments to other staff members.
  - d. The staff member shall keep the business office informed of his/her mailing address.
  - e. The leave shall also operate as a leave of absence without pay from all other school activities.
  - f. Staff members on sabbatical shall be paid on the same time schedule as regular employees. Payment will be withheld if reports and other necessary information are not submitted on the time schedule required and the successful completion of the project.
2. Change in Plans
  - a. The staff member shall immediately request approval from the Sabbatical Leave Committee for any substantial changes in the original approved planned programs, including the award of a grant or other compensation not contained in the original application. Full particulars about the reasons for the change must be supplied. A change will be approved only if it does not substantially alter the original purposes of the leave or change is

- required and is beyond the control of the staff member.
- b. The Committee's reaction to the change in plans shall be submitted to the Chief School Administrator and the Board so that they may take any necessary action. The candidate shall be notified of the decision of the Chief School Administrator and the Board at the earliest possible moment.

3. Reports

Reports shall be filed with the Sabbatical Leave Committee, the Chief School Administrator and the Board:

- a. Sometime between June 15 and July 15 a report confirming the status of the leave as originally approved. Any changes should be reported at this time.
- b. In February, for those on sabbatical leave, a progress report containing sufficient information to confirm that the leave is proceeding according to the approved plan.
- c. By August 30, or at the completion of the program, a progress or final report containing sufficient information to demonstrate that the leave has fulfilled the approved plan and the general purpose for which the sabbatical leave is granted.

3. Termination

- a. A sabbatical leave, once granted, may not be terminated before the date of expiration of the approved plan except as otherwise provided herein.
- b. The leave may be terminated by mutual agreement of the staff member and the Board.
- c. The leave may be terminated by the Board if the staff member is discharged under the terms of the so-called tenure law. In this instance the staff member shall be required as part of the Agreement to make restitution of funds paid to him/her while on leave.

F. Requirements and Status Upon Returning

1. At the expiration of a sabbatical leave the staff member shall be restored to his/her position or to a position of like nature, seniority, status and pay, provided that the staff member remains eligible for reinstatement.
2. A term of sabbatical leave shall entitle a staff member to adjust to the salary schedule as follows:
  - a. A staff member on sabbatical leave shall be given credit for one

(1)

- year of teaching experience upon his/her return.
- b. A staff member on sabbatical leave shall be given credit for a degree on the salary guide in accordance with provision in the salary guide.
3. If a staff member does not remain in the Cedar Grove School System for three (3) years immediately following his sabbatical leave, he/she shall within one (1) year repay to the Board a proportionate amount of the salary and benefits paid to or for him/her by the Board based on the unexpired portion of the three-year obligation. For example, if he/she completes one (1) year, he/she will repay two thirds (2/3); if he/she completes only two (2) years; he/she will repay one third (1/3).
  4. Each staff member returning from sabbatical leave shall file a final report with the Sabbatical Leave Committee not later than one (1) month after the day on which the staff member again takes up active service. The report shall include the names of the institutions attended, courses or activities pursued, credits received, experience gained, together with an appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school system. A staff member shall not be considered as having completed the requirements of the sabbatical leave until his/her final report has been approved the Sabbatical Leave Committee. This final report shall be transmitted to the Board.

#### ARTICLE XIV PROFESSIONAL DEVELOPMENT

- A. The Board shall reimburse administrators for courses in areas applicable to their area(s) of assignment based upon the following guidelines:

- prior approval of the Chief School Administrator is required
- to a maximum of six (6) credits per year per staff member
- up to the cost per credit of Montclair State University
- receipt of proof of a grade of B or better

Credits earned from courses in the summer can result in a salary increase that same September. In other words, the definition of a year for credit on the salary guide in September is fall semester + spring semester + summer.

For cost reimbursement purposes, the definition of a year in which 6 credits will be paid is the same as a fiscal year, summer + fall semester + spring semester.

If a staff member is not employed by the district for a period of one (1) year after the reimbursement, the staff member must repay that reimbursement to the Board.

- B. When an administrator in Group A is attending a school event in the evening (excluding discretionary attendance at sporting events) and chooses to remain in the district, he/she may be reimbursed for dinner expenses up to a maximum of \$20 with proper documentation. Such expenses will be reimbursed on a first-come, first-served basis to a maximum group total of \$2600 per year. Reimbursement shall be at the discretion of the Superintendent.
- C. The Board agrees to set aside \$6,000 for the purpose of enabling Group A administrators to be reimbursed for attending national conventions. An administrator in Group A may attend only one national convention per year, with prior approval of the Superintendent. Use of the fund is on a first come, first served basis.
- D. The Board shall pay basic membership dues for all administrators in the New Jersey Principal and Supervisors Association plus basic membership dues for administrators in Group A in one additional professional organization.

IN WITNESS WHEREOF, the Board and the Association have caused this Agreement to be signed as of the date first above mentioned.

CEDAR GROVE BOARD OF EDUCATION

\_\_\_\_\_ By \_\_\_\_\_  
Date President

CEDAR GROVE SCHOOL ADMINISTRATORS ASSOCIATION

\_\_\_\_\_ By \_\_\_\_\_  
Date President