

Contract no. ~~111819~~ 1705

**LIBRARY**  
INSTITUTE OF MANAGEMENT  
AT

061 2 8 11

**RUTGERS UNIVERSITY**

**AGREEMENT FOR CONTRACT YEARS**

1990 - 91

1991 - 92

1992 - 93

**CEDAR GROVE BOARD OF EDUCATION**

**AND**

**CEDAR GROVE EDUCATION ASSOCIATION**

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**PREAMBLE**

This Agreement entered into this first day of July, 1990 by and between the Board of Education of Cedar Grove, Cedar Grove, New Jersey, hereinafter called the "Board" and the Cedar Grove Education Association, hereinafter called the "Association".

The Board and the Association recognize and declare that providing a quality education for the children of the Cedar Grove School District is their mutual aim, and that the character of such education depends predominantly upon their mutual cooperation.

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 Board and the Association are mutually pleased with the years of cooperation and non-interruption of the academic life of the schools and agree that, during the validity of this contract, there will be every effort on both sides to maintain that continuity even when matters of dispute arise.

The parties have reached certain understandings which they desire to confirm in this Agreement.

The Board and the Association agree as follows:

**ARTICLE I RECOGNITION**

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

Counsels  
Learning Disability  
Teacher Consultants  
Librarians  
Long-term substitutes  
under contract

Nurses  
Psychologists  
Remedial Teachers  
Social Workers  
Teachers

but excluding:

Administrative Assistants  
Daily substitutes not under  
contract  
Directors

Non-professional staff  
Principals  
Vice Principals  
Hourly employees

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

## ARTICLE II REPRESENTATION FEE

### A. Purpose of Fee

If an employee covered under the recognition clause of the Agreement does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative, provided that the representation fee in lieu of dues shall be available to the majority representative only if it has established and maintained a demand system which provides for pro rata returns in accordance with the Employer-Employee Relations Act-Agency Shop.

### B. Amount of Fee

#### 1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

#### 2. Legal Maximum

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues charged by the Majority Representative to its own members less the costs of benefits financed through the dues and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the representation fee and will promptly transmit the amount so deducted to the **State Association.**

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first mid-month paycheck paid after the latter of the following dates:

- a. Fifteen (15) days after receipt of the aforesaid list by the Board: or
- b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first mid-month paycheck paid fifteen (15) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment, with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question, provided the Association and/or employee informs the Board that the employee is leaving the position in time to modify the paycheck so that the remainder of the deductions can be made.

4. Mechanics

Except as otherwise provided in this Article, the mechanics

for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above, and such changes will be reflected in any **(monthly)** deductions made more than fifteen (15) days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

D. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board and its agents harmless against any liability which may arise by reason of any action taken by the Board or its employees in complying with the provisions of this Article, provided that:

- a. The Board gives the Association notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- b. If the Association so requests in writing, the Board may surrender to it responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

2. Exception

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's breach of the obligations imposed upon it by this Article.

**E. Membership Availability and Demand and Return System**

1. Membership in the Association is available to all employees on an equal basis and the Association has established and maintains a demand and return system which complies with the requirements in Section 2 (c) and 3 of the Act.
2. The Association shall furnish to the Board a copy of its demand and return systems rule and regulations and any modifications which occur during the duration of the contract.
3. Nothing herein shall be deemed to require any employee to become a member of the Majority Representative.

**ARTICLE III NEGOTIATIONS OF SUCCESSOR AGREEMENT**

- A. The parties agree to enter in to collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than the date established in Ch. 303, Public Law 1968 or as amended. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, and be signed by the Board and the Association.
- B. The reopening of negotiations during the term of the Agreement as specified in Article XXVII shall be by mutual agreement.
- C. 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 IV GRIEVANCE PROCEDURE**

**A. Definition**

A grievance is a claim by a teacher (group of teachers) or his representative that he has suffered harm by the interpretation, application or violation of policies, agreements, and administrative decisions affecting him.

**B. Representation**

- I. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option by the Association or by a representative selected or approved by the Association. The Association requires any person filing

a grievance who is represented by the Association to notify the President of the Association in writing, the nature of the grievance, and of all instructions for the processing of the grievance.

2. When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent and at any later level be notified by the Superintendent as to the nature of the grievance, when the hearing will be held, and notified of the result.

**C. Procedure**

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified limits shall be deemed to be a waiver of further appeal of the decision.
  - b. It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
  - c. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum; and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
  - d. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the grievant, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
2. Any employee grievant who has a grievance shall discuss it first with his principal (or immediate superior to department head or Board Secretary, if applicable) in an attempt to resolve the matter informally at this level.



A principal, department head, Board Secretary, or any immediate superior shall give his decision within five (5) school days. This informal grievance procedure must be completed within twenty-four (24) school days from the time when the grievant knew or should have known of its occurrence, and a record of the informal grievance shall be noted on the appropriate form.

3. The employee grievant may appeal the decision to the Chief School Administrator. If a grievance is to be considered under this procedure at the Chief School Administrator's level, it must be stated in writing within thirty (30) school days from the time when the grievant knew or should have known of its occurrence. The appeal to the Chief School Administrator must specify:
  - a. the nature of the grievance; (b) the nature and extent of the injury, loss or inconvenience; (c) the results of previous discussions; (d) his dissatisfaction with decisions previously rendered. The Chief School Administrator shall attempt to resolve the matter as quickly as possible, but within a period not to exceed seven (7) school days from the receipt of the appeal. The Chief School Administrator shall communicate his decision in writing to the employee grievant, to the Association, and to the principal, or Board Secretary, or other immediate superior.
4. If the grievance is not resolved to the grievant's satisfaction, he, no later than five (5) school days after receipt of the Chief School Administrator's decision, may request a hearing by the Board. The request shall be submitted in writing through the Chief School Administrator, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall hold a hearing within fifteen (15) school days after receipt of the request, with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within ten (10) school days of the completion of the hearing.
5. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and he wishes review by a third party, and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Chief School Administrator within twenty (20) school days of receipt of the Board's decision.

However, the Board's decision shall for the purpose of this grievance procedure be final and binding on the grievances concerning:

- a. Any matter for which a specified method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
  - b. A complaint of a non-tenure teacher which arises by reason of his not being re-employed, unless provided for under Chapter 269, PL. 1989; or
  - c. A complaint by any certificated personnel occasioned by appointment to, retention in, or lack of retention in any position for which tenure either is not possible or not required, unless provided for under Chapter 269, PL 1989; or
  - d. Any matter which according to law is beyond the scope of Board authority.
6. a. The following procedure shall be used to secure the services of an arbitrator:
- (1) Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
  - (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the American Arbitration Association to submit a second roster of names.
  - (3) If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
- b. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to or subtract anything from the Agreement between the parties or any policy of the Board. The recommendations of the arbitrator shall be advisory.

7. The cost for the services of the arbitrator, including per diem expenses if any, actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### ARTICLE V TEACHER RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1975, the employees of the Board covered by this Agreement shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association collective negotiations with the Board or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. No teacher shall be disciplined or reprimanded without just cause. Any such actions by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- C. Whenever any teaching staff member is required to appear before the Board, any committee or member thereof, or the Chief School Administrator concerning any matter which could adversely affect the continuation of that teaching staff member in his office, position or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.
- D. The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents.
- E. The Board agrees that any teacher may submit for inclusion in his personal file, copies of published or acknowledged materials relating to personal achievements.

## ARTICLE VI ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees that it may furnish to the Association reports, statistical analysis, rosters and other like data prepared for the Board which in the Board's opinion are deemed appropriate for Association use in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and the students, provided that the dissemination of such material, in the Board's opinion, shall be in the best interest of the school system.

The Association agrees that it may furnish the Board like data under the conditions outlined above.

- B. Whenever a representative of the Association or a teacher participates in a grievance proceeding, he shall suffer no loss in pay. No grievance proceeding shall be held during teacher working hours unless both parties mutually agree.
- C. The Association may use a school building at reasonable times provided the principal of that building and the Board Secretary have been notified in advance and have given their permission; weekend and evening use requires 72 hours notice. Any costs incurred by the use of such facilities shall be paid by the Association.
- D. The Association may use typewriters, duplicating and audio-visual aid equipment (which are normally used by teachers) provided such use does not interfere with the regular instructional program. The Association shall assume the cost of all incidental materials and supplies.
- E. The Association shall have in each school building the use of a bulletin board in a faculty room and/or teachers' dining room.
- F. The Association shall have the use of school mailboxes as it deems necessary.
- G. The Board shall provide the President of the Association six copies of the Board policies. It shall be the responsibility of the President of the Association to keep manuals up to date.

## ARTICLE VII TEACHER EMPLOYMENT

- A. The Board agrees to employ only teachers certified by the New Jersey State Board of Examiners.

- B. Credit not to exceed four (4) years for United States Military service shall be given upon initial employment.
- C. Teachers under tenure shall be notified of their contract and salary status in the week prior to the spring vacation, providing salary agreement has been reached between the Board and the Association. Non-tenure teachers shall receive their notification by April 30.
- D. Teachers wishing to terminate employment must give sixty (60) days written notice to the Chief School Administrator, at least four (4) of which must be in-school work days for teachers. This time may be reduced should the Board find a suitable replacement.

#### ARTICLE VIII TEACHER EVALUATION

- A. Teachers shall be evaluated by persons certified by the New Jersey State Board of Examiners to supervise instruction.
- B. All observations of the work performance of a teacher shall be conducted openly. It is understood that evaluators will make their methods known to the teachers.
- C. A teacher shall be given a copy of any evaluation report prepared by his evaluator. No teacher shall be required to sign a blank or incomplete evaluation form. Any written comments by a teacher concerning his evaluation must be made on the evaluation report and signed by him within ten (10) school days of the teacher's receipt of the evaluation report.
- D. Those complaints regarding a teacher made to any member of the administration by any parent, student, or other person which the Board or the administration relies upon, which are used in any manner in evaluating a teacher shall be called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association at any meeting or conference regarding such complaint.

#### ARTICLE IX SICK LEAVE

- A. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

- B. A doctor's certificate stating the illness, the inability of the teacher to report for work and the period of sickness disability may be required.
- C. In cases when individuals exceed accumulated sick leave, adjustments i.e., substitute's pay deduction, no salary deduction, or 1/200 deduction (for ten month employees) shall be determined by the Board.
- D. Upon retirement or reduction in force with fourteen (14) years of service in Cedar Grove, each accumulated sick day shall be compensated at the rate of \$30 per day in the first year of the Agreement.

In the second and third year the compensation shall be \$35 and \$40 per day respectively.

#### ARTICLE X TEACHING HOURS AND TEACHING LOAD

- A. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign in" roster.
- B. Normal arrival and departure times for all teachers shall be as follows: Teachers shall be required to report for duty twenty (20) minutes before the opening of the pupils' school day and shall be required to remain twenty (20) minutes after the close of the pupils' school day. It is understood that the preceding time schedule will not apply for faculty, department, or curricular meetings and other after school activities, such as detention, clubs, parent and student conferences. It is further expected by both the Board and the Association that teachers will be available beyond the twenty-minute period for after school help for students.
- C. The Board agrees to continue its effort to keep class size at the number commensurate with the building facilities available, the availability of qualified teachers, the financial impact and the best interest of the students and the community.
- D. During the period of this Agreement, all teachers will arrange to be available to meet parents on evenings to be designated for this purpose, on an appointment basis. If no appointments are requested by parents for such evening meetings, teachers will not be expected to be in school.

It is incumbent on all concerned to take advantage of the great potential for enhancement of parent-teacher-students understanding and goodwill. To enhance communications, evening conferences are to be encouraged and publicized by all involved parties.

1. Elementary: Two evenings of parent conferences shall be held during the three-day period of regularly scheduled parent conferences.
  2. Secondary: Evening parent conferences will be scheduled after the first report cards have been sent home. These conferences may be requested either by parent or staff members. Should more conferences be needed than can be handled in one evening, then another evening will be set aside for that purpose.
- E. The Board will make every reasonable effort to secure substitute teachers as needed for classroom teachers as well as teachers of special areas such as Music, Art, PE and Library. Whenever a secondary school teacher is assigned to cover a class during a prep period, that teacher shall be compensated at the rate of one-fifth the daily substitute rate.
- F. In the first year of the Agreement all teachers of grades K-2 shall receive at least four (4) preparation periods per week of no less than forty (40) minutes each. All teachers of grades 3-6 and all elementary specialists shall receive at least one (1) preparation period per day or five (5) per week of no less than forty (40) minutes each. In the second and third year all teachers of grades K-6 and elementary specialists shall receive at least one (1) preparation period per day or five (5) per week of no less than forty (40) minutes each.

#### ARTICLE XI TEACHER WORK YEAR

- A. The in-school work year for a staff member employed on a ten (10) month basis (other than new personnel) shall not exceed 186 days which include four (4) emergency closing days; provided the staff member has completed all obligations and duties.

In the event any full emergency closing days are unused throughout the district, one (1) day shall be added to the Memorial Day weekend.

- B. If curriculum or other related work is scheduled by the Board for the summer months, the Board may offer employment to those who are recommended for such work by the Chief School Administrator.
- C. During the month of March, the Association President shall have the opportunity to provide the Chief School Administrator with input for the calendar of the ensuing school year.

#### ARTICLE XII TEACHER FACILITIES AND INSTRUCTIONAL MATERIALS

- A. The Board will endeavor to have available adequate books, paper, pencils and all other supplies needed for daily teaching responsibilities.

#### ARTICLE XIII TEACHER ASSIGNMENTS

- A. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study as provided by the New Jersey State Board of Examiners.
- B. Teachers who are assigned to more than one school per day shall, after submitting a voucher, be reimbursed at the Internal Revenue standard mileage deduction rate for the use of their own automobiles in required travel from school to school. Vouchers shall be submitted at mid-year for the first five months and at the end of the school year for the balance.
- C. The Board will give notice to presently employed teachers regarding their school assignment; secondary school employees shall be notified of their department assignments; and elementary school employees shall be notified of their grade level assignments for the ensuing year before the final day of the current year. If it is necessary to change the assignment of a teacher prior to the start of the new school year, said teacher shall be notified in writing at his/her last known address as soon as possible.

#### ARTICLE XIV POSTING OF VACANCIES

- A. A list of professional staff vacancies for the ensuing school year will be sent to each school principal and the Association President for posting by March 20. The list will contain vacancies known to the Chief School Administrator as of March 15.



- B. An amended list will be sent for posting at the end of April, May and June. During July and August the list will be posted in the Central office only.

#### ARTICLE XV VOLUNTARY TRANSFER OR PROMOTION

- A. Teachers desirous of a change of position which is considered a promotion shall present a written request to the Chief School Administrator within two (2) weeks of any such announcement.
- B. Any applicant for a promotional position shall be notified when the position has been filled.
- C. Teachers desirous of a voluntary transfer shall submit a written request to the Chief School Administrator with a copy to the building principal stating the reasons within two (2) weeks of any such announcement.

#### ARTICLE XVI INVOLUNTARY TRANSFER OR REASSIGNMENT

- A. Notice of an involuntary transfer or reassignment shall be given to the teacher as soon as practicable.
- B. An involuntary transfer or reassignment is the legal prerogative of the Board and no decision of the Board shall be subject to the grievance procedure.
- C. The lines of communication established in Article XXIV apply.

#### ARTICLE XVII SALARIES

- A. The salaries of all teachers covered by this Agreement are set for in Schedule "A" which is attached hereto and made a part hereof.
- B. A teacher shall receive his final paycheck upon completion of his work obligations on the last working day in June.
- C. Each teacher must have required transcripts on file with the Chief School Administrator's office. All non-degree programs and courses which are to be applied to salary credit must have prior approval of the Chief School Administrator.

All requests for consideration for salary change due to expectation of receiving an advanced degree or accumulating an appropriate number of graduate credits beyond the degree must be submitted to the Chief School Administrator in writing no later than April 1. Transcripts showing satisfactory completion of the program or awarding of the degree should be submitted to the Chief School Administrator no later than the following November 1 in order for the appropriate increase in salary to become effective. If evidence of completion is not submitted by that date, the salary increase will not become effective until the following school year, unless there are extenuating circumstances.

D. The Board has the right to withhold employment increment or adjustment increment or both to the extent of the law, N.J.S. 18A:29-14. Further, the appeal of such Board action shall be subject to the grievance procedure contained herein.

E. The longevity payment/increment shall be based on the following schedule:

	1990-1991	1991-1992	1992-1993
years 10-14	\$ 250	\$ 425	\$ 625
years 15-19	\$ 450	\$ 675	\$ 925
years 20-24	\$ 650	\$ 925	\$ 1225
years 25-29	\$ 850	\$ 1175	\$ 1550
years 30-34	\$ 1150	\$ 1525	\$ 2000
years 35---	\$ 1650	\$ 2075	\$ 2550

The longevity payment/increment shall be added to base or contractual salary and shall be paid beginning with the tenth (10th) year of service in Cedar Grove.

A resignation shall be considered a break in service.

- F. An additional increment shall be added to base salary each year after twenty (20) years in public education, ten (10) years of which shall have been in the Cedar Grove Public Schools based on the following schedule:

in 1990-1991	\$ 550
in 1991-1992	\$ 600
in 1992-1993	\$670

- G. 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 each month 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. The above funds will be held in a non-interest bearing account and no interest will be paid.
- H. When deductions are made from a teacher's salary for exceeding sick leave or personal days the deductions shall be at the rate of 1/200th of the annual salary. For a staff member who is hired or leaves within a month, his/her monthly salary for that month shall be computed by deducting 1/200th of the annual salary for each work day missed within that month.







**Schedule B  
Coaches' Salary Guide**

	SOFTBALL			BASEBALL			TRACK			SOCCER			HOCKEY		
	Head			Assistant			Assistant/Freshman								
Step	90-91	91-92	92-93	90-91	91-92	92-93	90-91	91-92	92-93	90-91	91-92	92-93			
1	3625	4225	4925	2000	2350	2900	1875	2250	2750						
2	3725	4325	5025	2100	2450	3000	2025	2400	2900						
3	3825	4425	5125	2325	2600	3100	2200	2575	3075						
4	3950	4550	5250	2575	2900	3200	2400	2775	3275						
5	4100	4700	5400	2900	3275	3700	2650	3025	3475						
	GOLF/TENNIS			CROSS COUNTRY											
	Head			Head											
1	2125	2575	3025	2000	2400	2850									
2	2225	2675	3125	2100	2500	2950									
3	2325	2775	3225	2200	2600	3050									
4	2450	2900	3350	2325	2725	3175									
5	2600	3050	3500	2475	2875	3325									
	BASKETBALL/WRESTLING														
	Head			Assistant (or JV)			Freshman								
1	3800	4450	5000	2725	3050	3500	2200	2725	3225						
2	3900	4550	5150	2825	3150	3600	2300	2825	3325						
3	4050	4700	5300	2925	3250	3700	2450	2950	3425						
4	4225	4950	5500	3025	3375	3825	2625	3100	3550						
5	4425	5200	6075	3150	3500	3975	2825	3275	3700						
	FOOTBALL														
	Head			1st Assist/Head Fresh			Assistant								
1	4420	5325	6475	2625	3275	3825	2400	2875	3400						
2	4530	5425	6575	2925	3375	3925	2500	2975	3500						
3	4650	5525	6675	3025	3475	4025	2600	3075	3600						
4	4750	5650	6800	3125	3600	4150	2750	3200	3700						
5	4860	5800	6950	3250	3725	4300	2925	3325	3825						

Advancement on guide is based on years of experience in the position and evaluation.

In the case of a lateral move, the honorarium shall be set at the discretion of the Chief School Administrator/Board. However, since such a move constitutes a promotion, in each case the honorarium shall be higher than the honorarium received in the previous position.

**Schedule C  
Advisors' Salary Guide**

	1990-1991	1991-1992	1992-1993
<b>Band Director</b>	\$ 2285	\$ 2435	\$ 2635
<b>Yearbook Advisor</b>	2100	2280	2440
<b>Business Assistant</b>	1050 885	1150 955	1280 1055
<b>Mosaic Advisor</b>	1280	1375	1500
<b>Assistant</b>	785	855	950
<b>National Honor Society</b>	710	795	885
<b>Forensic Advisor</b>	1190	1300	1425
<b>All School Council</b>	1280	1375	1500
<b>Assistant</b>	785	855	950
<b>Senior Class Advisor</b>	1185	1295	1420
<b>Assistant</b>	740	825	920
<b>Junior Class Advisor</b>	950	1045	1150
<b>Assistant</b>	710	795	885
<b>Sophomore Class Advisor</b>	790	880	975
<b>Assistant</b>	585	685	770
<b>Freshman Class Advisor</b>	790	880	975
<b>Assistant</b>	585	685	770
<b>Dramatics</b>			
<b>Director (2 productions)</b>	1210/prod	1320/prod	1450/prod
<b>Musical Advisor</b>	950/prod	1045/prod	1150/prod
<b>Choreographer</b>	790/prod	880/prod	975/prod
<b>Set Designer (2 productions)</b>	790/prod	880/prod	975/prod
<b>Cheerleading</b>			
<b>Football</b>	1350	1470	1605
<b>Basketball</b>	2360	2535	2735
<b>Twirling</b>	1210	1320	1445
<b>Detention Supervisor (2)</b>	950/each	1045/each	1150/each
<b>Middle School</b>			
<b>Literary Publication Advisor (2)</b>	880/each	950/each	1055/each
<b>Student Council Advisor</b>	1020	1120	1235
<b>Yearbook Advisor</b>	755	840	940
<b>Elementary</b>			
<b>Literary Club</b>	710	795	885
<b>Student Council</b>	710	795	885
<b>Safety Patrol</b>	710	795	885



ARTICLE XVIII INSURANCE PROTECTION

For the duration of this Agreement the Board shall continue to make available the following health care protection:

- A. The Board shall pay the full coverage premium for employees working half ( $\frac{1}{2}$ ) time or more to the New Jersey State Health Benefits Program provided the employee does not have similar coverage in the same or any other program.
- B. The individual staff member shall be responsible for completion and filling of application forms with the Board Secretary. Coverage will become effective in accord with the terms of the insurance contracts held by the Board.
- C. 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 Board Secretary's office of a change in status. Therefore, in an effort to avoid the unnecessary waste of insurance premium dollars, each staff member shall be required to list annually on a form distributed by the Board Secretary his/her eligible dependents with their birth dates and file said list in the Board Secretary's office by May 15 for the following school year.
- D. The Board shall provide and administer a prescription drug plan for the employee and eligible dependents based on \$3.00 co-pay plan. The carrier may be changed from time to time at the discretion of the Board after consultation with the Association.

Staff members who retire after January 1, 1984 may elect to continue prescription coverage on a voluntary and pre-paid basis. Payment for the coverage is the obligation of the retiree and shall be made to the Board quarterly in advance of the coverage.

- E. The Board shall provide and administer a full-family dental plan including orthodonture.

Staff members who retire may elect to continue the dental plan coverage on a voluntary and prepaid basis. Payment for the coverage is the obligation of the retiree and shall be made to the Board in advance of the coverage.

100% Preventive and Diagnostic  
70% Rest of basic except crown and bridge  
50% Major work  
50% Orthodontia up to a maximum of \$1200

No Deductible.

#### ARTICLE XIX ABSENCES

A. Absence for Business Which Cannot be Handled Outside of School Hours

Occasionally a staff member needs to be away from work. The staff member must submit a request in writing to the Chief School Administrator through his building principal sufficiently in advance to permit coverage of the staff member's absence.

The appropriate printed form with the reason for the request stated must be submitted through the proper channels.

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.

Each staff member may be granted four (4) days per year. These days are not accumulative.

Some examples are as follows:

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

Additional days may be granted by the Board.

Should a staff member 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 staff member shall receive full salary.

Staff members should not schedule business which 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 days absence will be permitted when death occurs in the immediate family. Immediate family is considered to be husband, wife, son, daughter, mother, mother-in-law, father, father-in-law, brother, sister and grandparent. One day's absence will be permitted, if necessary, to attend the funeral of an in-law, uncle, aunt, niece and nephew. Any 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 1/250 for the twelve (12) month employees will be made for time in excess of that permitted. The Chief School Administrator may recommend that only the cost of a substitute be deducted or 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 principal and the Chief School Administrator. Any activity which involves an overnight stay must be approved in advance by the Board.

**ARTICLE XX EXTENDED LEAVE OF ABSENCE**

- A. A teacher on tenure shall be granted a leave of absence at the Board's discretion without pay for up to one (1) year.
- B. All extensions or renewals of leave shall be applied for in writing by March 1 of the calendar year in which the leave is requested and may be granted at the Board's discretion.

- C. A teacher'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.
- D. Leave of absence may be granted for the care of the elderly in accordance with guidelines developed by C.G.E.A. and administration cooperatively and approved by the Board. Such administrative guidelines are to include some sort of quota by department and/or school building.

#### ARTICLE XXI MATERNITY/CHILD CARE LEAVE OF ABSENCE

A. The Board shall grant any tenured employee an unpaid leave of absence for the purpose of giving birth or providing child care or both. Application for this grant to non-tenured employees is subsumed under the remaining paragraphs of this article.

#### B. Length of Leave

1. Maternity with Child Care: A tenured staff member who gives birth on or after September 1 may be granted an unpaid maternity leave with child care not to exceed the following school year. Non-tenured staff members may be given unpaid maternity leave with child care not to extend beyond the end of the academic year in which delivery occurs.

2. Child Care: A tenured employee may be granted a leave of absence for child care purposes under the following conditions:

##### a. For a natural born child

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

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

(3) Non-tenured staff members may request child care leave not to extend beyond the end of the academic year in which the child is born.

##### b. For an Adopted Child

If the child is pre-kindergarten age by Cedar Grove entrance age requirements at the time of adoption, a staff member may request a leave of not more than one school year. It is understood that the staff member will return at the start of the fall term.

**C. Procedures**

**1. Maternity**

- a. A teacher should notify the Chief School Administrator of her pregnancy as soon as possible so that a suitable replacement may be secured.

The staff member shall also 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.

- b. It is required that 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 shall be submitted.
- c. Prior to returning to work, the teacher shall submit a physician's statement certifying the teacher's ability to resume normal teaching duties.

**2. Child Care**

- a. 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 leave's start and shall include commencement and termination dates of such leave.

- b. Application for child care leave may be included in request submitted for maternity leave.

3. A statement of intent to return to normal teaching duties for either of these leaves or a combination of them shall be submitted to the Chief School Administrator no later than March 1.

**D. Benefits, Salary**

1. Leaves granted under this article are without salary.

2. Employees on such leave shall be entitled to no benefits while on leave except as provided by law.

3. A teacher wishing to continue health insurance coverage may purchase any or all available coverage as permitted by the carrier by paying in advance to the Board the premium rates charges to the Board by its insurance carrier.

## ARTICLE XXII 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 teacher 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 administrator (principal, director, department chairman) with whom the matter appropriately rests
    - (5) A statement regarding any compensation the teacher 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 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 Public 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 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 XVIII) 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 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.

4. 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 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 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 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 shall within one (1) year repay to the Board a proportionate amount of the salary and benefits paid to or for him by the Board based on the unexpired portion of the three-year obligation. For example, if he completes one (1) year, he will repay two thirds (2/3); if he completes only two (2) years, he 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 final report has been approved by the Sabbatical Leave Committee. This final report shall be transmitted to the Board.

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- 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 while on leave.

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### ARTICLE XXIII GRANTS

- A. The Board shall reimburse staff for courses in areas applicable to general classroom instruction or in the individual's area of assignment based upon the following guidelines:

- to a maximum of six (6) credits per year per staff member
- up to the cost per credit of New Jersey State Colleges
- prior approval of the Chief School Administrator is required

The staff member shall agree to continue employment for a period of one (1) year after the reimbursement unless terminated by the Board of Education. Should the staff member voluntarily leave the employ of the Board of Education, prior to this year, the employee shall reimburse the Board a pro-rata portion of the grant.

### ARTICLE XXIV AVENUES OF PROFESSIONAL INTRA-STAFF COMMUNICATION

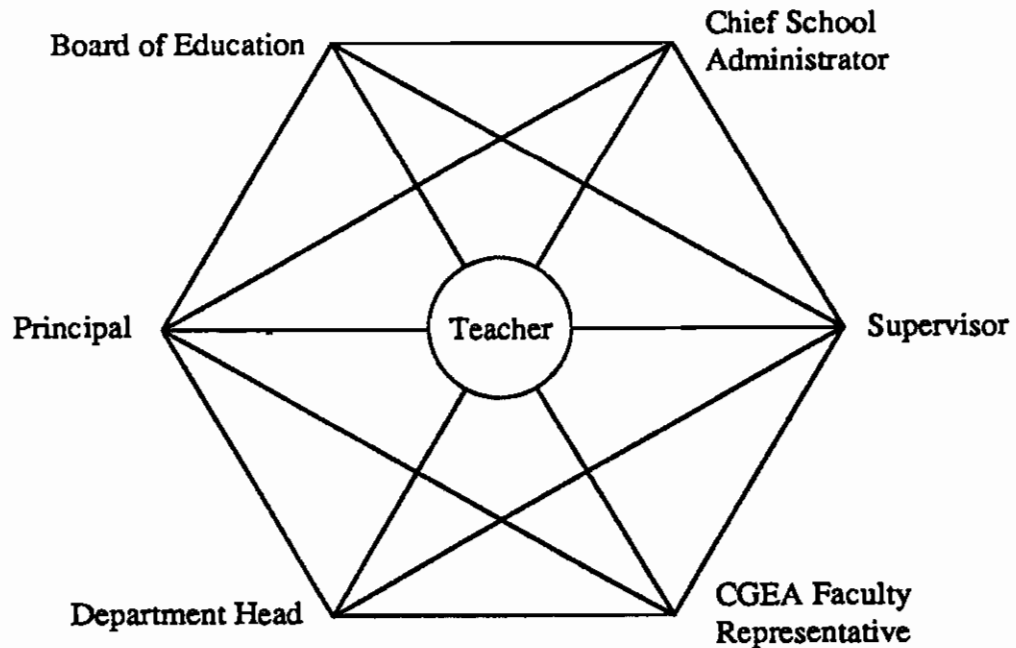
A. Purposes

1. To increase understanding and cooperation among the Board, administration and professional staff by establishing improved lines of communication.
2. To stimulate further awareness of understanding of such interests and concerns by working together through improved and open channels of communication among the Board, administrators and teachers.

B. Guidelines

1. This procedure in no way supercedes the established grievance procedures (Article IV).
2. Any person or group in the communications network may initiate a communication to any other; however, customary lines of communication will normally be followed by all personnel involved.
3. The recipient of such communication will reply to the initiator within a reasonable period of time. If a meeting is desirable, it may be scheduled at a mutually convenient time.

- C. The following diagram is intended to depict graphically the various avenues of persons constituting the communication network:



**ARTICLE XXV COMMUNICATION BETWEEN THE BOARD AND THE ASSOCIATION**

- A. The Board and/or Administration agrees to meet with the six officers of the Association to exchange ideas and maintain avenues of communication.
- B. The agenda for such meetings will be prepared in advance by the President of the Association, the Chief School Administrator or their designees, in consultation with the Board. Such meetings may involve other persons pertinent to the agenda.
- C. Nothing contained in this article shall prevent any staff member from communicating to the Board through the table of organization established by the Board.

**ARTICLE XXVI SEPARABILITY**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

**ARTICLE XXVII DURATION OF AGREEMENT**

**This agreement shall take effect on July 1, 1990, and end June 30, 1993.**

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**

November 27, 1990  
Date

by Heidi Garand  
President

**CEDAR GROVE EDUCATION ASSOCIATION**

November 27, 1990  
Date

by Barbara Ann Elliott  
President