

**AGREEMENT FOR CONTRACT YEARS**

**2005 - 2006**

**2006 - 2007**

**2007 - 2008**

**CEDAR GROVE BOARD OF EDUCATION**

**AND**

**CEDAR GROVE EDUCATION ASSOCIATION**

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PREAMBLE

This Agreement entered into this first day of July, 2005 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 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:

Athletic Trainer	Counselors
Educational Resources Teacher-Coordinator (ERTC)	Instructional Resources Teacher-Coordinator (IRTC)
Learning Disability Teacher Consultants	Long-term substitutes under contract
Media Specialists	Nurses
Psychologists	Social Workers
Speech Therapists	Student Assistance Coordinators
Teachers	Teachers of English as a Second Language
Teacher Subject Area Leaders	

but excluding:

Administrative assistants	Aides
Daily substitutes not under contract	Hourly employees
Non-professional staff	Permanent substitutes
Principals	Supervisory Subject Area Leaders
Vice Principals	

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.

Individual teachers, in recognition of the same principle, shall not pursue individual negotiations with the Board of Education or its Chief School Administrator.

## 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 the legal maximum.

### 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 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 proceeding 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 into 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 Chapter 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 XXVIII 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

1. 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

The following graphic provides an overview of the grievance process.

<b>Level</b>	<b>Format</b>	<b>Timeline</b>	<b>Grievance to:</b>	<b>Timeline for Decision</b>	<b>Disposition</b>
I-	Written	ASAP but no more than 20 school days from knowledge of alleged grievance	Principal or Supervisor	discussion and decision within 5 school days of receipt of grievance	decision filed on form to CSA and Association

II-	Written	within 30 school days of knowledge of alleged grievance	Chief School Administrator	within 7 school days of receipt of grievance	decision to grievant, Association, and principal or supervisor
III	Written	within 5 school days of CSA's decision in Level II	Board of Education through CSA	hearing scheduled within 15 school days of receipt of grievance; decision within 10 school days of completion of hearing	decision to grievant and Association
IV	Written	within 20 school days of receipt of Board decision in Level III	Board of Education through CSA	roster of arbitrators agreed upon within 10 days of receipt of grievance OR PERC designation of arbitrator	decision to grievant and Association

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 limit 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. Level I - Any teacher grievant who has a grievance shall discuss it first with his/her principal (or immediate supervisor or Business Administrator, if applicable) in an attempt to resolve the matter at this level. This discussion shall be documented on the Grievance: Level I form completed by the grievant and the Supervisor.



A principal, Business Administrator, or any immediate supervisor shall give his/her decision within five (5) school days of receipt of the grievance.

This grievance procedure must be completed within twenty (20) school days from the time when the grievant knew or should have known of its occurrence. A copy of the completed Grievance: Level I form shall be forwarded to the Chief School Administrator and the Association President.

3. Level II - 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/her 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/her decision, in writing, to the employee grievant, to the Association, and to the principal, or Business Administrator, or other immediate supervisor.
4. Level III - If the grievance is not resolved to the grievant's satisfaction, he/she, 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. Level IV -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 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 Public Employees Relation Commission 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 Public Employees Relation Commission 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 Public Employees Relation Commission 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 agenda 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 an Association Representative and/or attorney present represent him during such meeting or interview. The teacher shall notify the Association President in writing of the meeting, the issue, and the representative.
- 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.
- F. Any teacher may access and view his/her personnel file in the office of the Chief School Administrator during normal office hours. Such personnel file may not be removed from the offices of the CSA.
- G. Teachers have the right to use district technology for educational endeavors. In no case shall teachers use district resources for personal enterprise or in a manner inconsistent with district policy on Fair Use.

## 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 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 district equipment and technology on site 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.
- H. The rights and privileges granted to the Association and its representatives in this Agreement are granted only to the Association as the exclusive representative of the teachers and are not intended as a grant of any such rights and privileges to any other organization.

## 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 no later than May 15, providing salary agreement has been reached between the Board and the Association. Non-tenure teachers shall receive their notification by May 15. Nothing contained herein shall, however, prevent the Board from withholding a teacher's increment or terminating a non-tenured teacher's contract after the time lines set forth in this Section. All teachers preserve their rights pursuant to statutes and regulation.
- 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 prior to any administrative action in connection thereto. 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. Documentation will be required of teachers who are absent immediately prior to or after a holiday.
- D. 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.
- E. Upon retirement or reduction in force with fourteen (14) years of service in Cedar Grove, accumulated sick days shall be compensated in the following manner:
  - 1. For notification of retirement received prior to February 1
    - a. For the school year 2005-2006, upon retirement with fourteen (14) years of service in Cedar Grove, ninety percent (90%) of all accumulated sick days shall be compensated at the rate of \$65 per day if notification of retirement is received prior to February 1, 2006 for retirement on or before July 1, 2006. The first of two payments shall be made in January 2007. The second payment shall be made in January 2008.
    - b. For the school year 2006-2007, upon retirement with fourteen (14) years of service in Cedar Grove, ninety percent (90%) of all accumulated sick days shall be compensated at the rate of \$65 per day if notification of retirement is received prior to February 1, 2007 for retirement on or before July 1, 2007. The first of two payments shall be made in January 2008. The second payment shall be made in January 2009.
    - c. For the school year 2007-2008, upon retirement with fourteen (14) years of service in Cedar Grove, ninety percent (90%) of all accumulated sick days shall be compensated at the rate of \$65 per day if notification of retirement is received prior to February 1, 2008 for retirement on or before July 1, 2008. The first of two payments shall be made in January 2009. The second payment shall be made in January 2010.

2005-2006	notify prior to Feb 1		retire as of July 1 2006		receive 1 <sup>st</sup> payment January	receive 2 <sup>nd</sup> payment January	
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	2006				2007	2008	
2006-2007	notify prior to Feb 1 2007		retire as of July 1 2007		receive 1 <sup>st</sup> payment January 2008	receive 2 <sup>nd</sup> payment January 2009	
2007-2008	notify prior to Feb 1 2008		retire as of July 1 2008		receive 1 <sup>st</sup> payment January 2009	receive 2 <sup>nd</sup> payment January 2010	

2. For notification of retirement received on or after February 1

- a. For the school year 2005-2006, upon retirement with fourteen (14) years of service in Cedar Grove, ninety percent (90%) of all accumulated sick days shall be compensated at the rate of \$60 per day if notification of retirement is received on or after February 1, 2006 for retirement on or before July 1, 2006. The first of two payments shall be made in January 2008. The second payment shall be made in January 2009.
- b. For the school year 2006-2007, upon retirement with fourteen (14) years of service in Cedar Grove, ninety percent (90%) of all accumulated sick days shall be compensated at the rate of \$60 per day if notification of retirement is received on or after February 1, 2007 for retirement on or before July 1, 2007. The first of two payments shall be made in January 2009. The second payment shall be made in January 2010.
- c. For the school year 2007-2008, upon retirement with fourteen (14) years of service in Cedar Grove, ninety percent (90%) of all accumulated sick days shall be compensated at the rate of \$60 per day if notification of retirement is received on or after February 1, 2008 for retirement on or before July 1, 2008. The first of two payments shall be made in January 2010. The second payment shall be made in January 2011.

2005-2006	notify on or after Feb 1 2006	retire as of July 1 2006			receive 1 <sup>st</sup> payment January 2008	receive 2 <sup>nd</sup> payment January 2009
2006-2007	notify on or after Feb 1 2007	retire as of July 1 2007			receive 1 <sup>st</sup> payment January 2009	receive 2 <sup>nd</sup> payment January 2010
2007-2008	notify on or after Feb 1 2008	retire as of July 1 2008			receive 1 <sup>st</sup> payment January 2010	receive 2 <sup>nd</sup> payment January 2011

3. In the event of a teacher's death, this benefit shall be paid to the estate according to the above time schedule.

4. In future years the same calendar pattern for notification and payment shall continue.



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 ten (10) minutes before the opening of the pupils' school day and shall be required to remain fifteen (15) 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 fifteen-minute period for after school help for students.

Teachers are not required to remain fifteen (15) minutes after the close of the pupils' school day on the following days:

Open House for the school(s) in which they teach  
Fall Evening Parent Conference days  
the day before Thanksgiving  
the day before Holiday Recess in December.

On these days teachers may leave at the close of the pupils' school day.

- 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. Fall conferences - elementary/middle school: During the three day period of regularly scheduled parent conferences, all elementary/middle school teachers shall arrange to be available to meet with parents on an appointment basis. The three conference days shall be structured as follows:

on the one conference day

Students shall be dismissed according to the half-day schedule.

Teachers shall conduct conferences from 1:30-5:00 PM

on the two conference nights

Students shall be dismissed according to the half-day schedule.

Teachers shall conduct conferences from 5:00-8:00 PM

A teacher may leave when his/her conferences are concluded.

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 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. The normal daily load for a:
- K-4 teacher and elementary specialist shall be 6 class periods and one prep period. In the case of the elementary art specialist, one class assignment period shall be for assisting staff in preparing and setting up school displays.
- Gr. 5-8 Middle School teacher shall be 6 class periods, 1 common planning duty period, and 1 prep.
- Gr. 9-12 High School teacher shall be 5 classes, 2 duty periods, and 1 prep for all departments except Art, Music, Physical Education and Technology, which shall be 6 classes, 1 duty period for the equivalent of one-half year, and 1 prep. In the Science department, lab periods shall contribute to the teaching load, which shall not exceed 25 class periods per week.
- K-12 Specialists shall be assigned proportionally. Travel time shall be considered assigned time and not counted toward prep time.
- Gr. 5-12 teachers shall be assigned proportionally to middle school and high school classes and duties and shall have one prep. Duties may include common planning duty periods.
- Teachers of self-contained special education classes at the middle school and high school levels shall have one prep per day and a lunch in accordance with the normal building schedule. Additionally, such teachers shall have a 20-minute break each day or the cumulative equivalent in the course of a 5-day week.

All other special education teachers shall have one prep per day. Class and duty assignments shall be made proportionally to the building assignment. (6 classes and 1 duty period for the equivalent of one-half year in the high school).

Child Study Team members shall maintain a schedule in accordance with their assignment to a base school. The schedule shall include a lunch equivalent to that provided at the base school. Additionally, Child Study Team members shall have a 2-hour block of time provided in their schedules each week for staffing sessions with the Director of Student Services.

Speech Teachers shall maintain a schedule in accordance with their assignment to a base school. The schedule shall include one daily prep and lunch equivalent to that provided at the base school. Additionally, Speech Teachers shall have a 1-hour block of time or the cumulative equivalent provided in their schedules each week for testing, observation, report writing, and meeting with CST.

- G. All teachers of grades K-4 and elementary specialists shall receive at least one (1) preparation period per day or five (5) per week of no less than forty minutes (40) each.
- H. Bus duty shall be assigned among K-8 specialists on a proportional basis.
- I. When a high school teacher of Business, English, Foreign Language, Mathematics, Science or Social Studies is assigned a sixth teaching period, the teacher shall be compensated at the rate of \$ 5570 and one additional prep period for the 2005-2006 school year, \$ 5750 and one additional prep period for the 2006-2007 school year and \$ 5950 and one additional prep period for the 2007-2008 school year. Compensation for assignments for less than an entire year shall be prorated. If possible, the sixth teaching period shall be the same course as one already assigned to the teacher. When a sufficient number of classes in a single area of certification have been added as sixth teaching periods to employ a half time teacher, the Board shall employ an additional teacher.
- J. When any other staff member exceeds the normal load, the teacher shall be compensated proportionally at the rate of \$ 5570 for the 2005-2006 school year, \$ 5750 for the 2006-2007 school year and \$ 5950 for the 2007-2008 school year.
- K. Except where there exists a scheduling conflict, no high school teacher shall be assigned cafeteria supervision in consecutive years.
- L. There may be three distinct high school schedules-normal, early, and late. The early schedule begins and ends a period earlier than the normal. The late schedule begins and ends one period later than the normal. The principal shall poll the faculty for preferences before building the master schedule. Teachers may request the early or the late schedule and shall be considered for assignment

if the need exists.

- M. Teachers may be assigned to act as a mentor of provisionally certified teaching staff members and shall perform the duties of a mentor during periods determined by the principal, provided that it is not the teacher's preparation period.
- N. All teachers shall attend the annual open house of each school in which they teach.

#### 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.

In the elementary schools and middle school the last three (3) student days in June shall be half-days for the children. Staff shall remain until the end of a normal day.

- 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 & 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 area of competence, teachers shall not be assigned outside the scope of their teaching certificates 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.
- D. Mentor fees stipulated by the State of New Jersey and paid to the district as part of the State Department of Education's mentoring initiative will be paid directly to the assigned mentors. In the case of mentors of provisional teachers with advanced standing, this fee shall be as established by the state. In the case of mentors of provisional teachers without advanced standing, this fee shall be as established by the state. If there should be an increase in state funding, any excess beyond the mentor fees will be used by the Board of Education for professional development/training activities related to the mentoring program, including but not limited to the S.T.E.P. program.

If the State program does not fully fund the mentoring fees as stipulated above, the provisionally certified teacher shall pay the difference to the mentor teacher. At the end of the mentoring period, the provisionally certified teacher must provide documentation of such payment before the Board of Education will process certification papers. Such documentation will be retained in the provisionally certified teacher's personnel file.

When and if the provisionally certified teacher acquires tenure in the Cedar Grove School District, the Board shall reimburse him/her for any previously unreimbursed fees. The provisionally certified teacher will initiate such reimbursement by filing a written request with the CSA within one month of beginning tenure work in the district.

Payment shall be made to each mentor via one check in June of the academic year. It is understood that these stipends are subject to taxation.

#### 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. For each staff member hired on or after July 1, 2005, payment shall be by direct deposit to the bank account of the teacher's choice.
- 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 January 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 September 1 in order for the appropriate increase in salary to become effective. If a timely request for consideration for salary change is not given or 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.

Upon satisfactory review of transcripts and other supporting documentation, the CSA will inform the teacher in writing of his/her intent to recommend a salary change to the Board of Education, specifying the anticipated timeline for board approval and effective date of the change.

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 formulas:

For 2005 - 2006 -	years 10 - 17	# of years x \$75.00
	years 18...	# of years x \$130.00
For 2006 - 2007 -	years 10 - 16	# of years x \$75.00
	years 17...	# of years x \$130.00
For 2007 - 2008 -	years 10 - 15	# of years x \$75.00
	years 16...	# of years x \$130.00

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 payment/increment shall be added to base or contractual salary for years in public education, five (5) years of which shall have been in the Cedar Grove Public Schools, based on the following schedule:

	18 years	19 years	20 years	after 20 years
2005-2006	\$880	\$880	\$880	\$2060

2006-2007	\$880	\$1860	\$1860	\$3040
2007-2008	\$880	\$1860	\$2940	\$4120

This payment/increment shall be paid beginning with the eighteenth (18<sup>th</sup>) year of service in public education.

- G. For credit on the salary guide, 15 in-district professional development course hours will earn 1 guide credit. Hours accrued before July 1, 2002 will earn 1 guide credit for every 10 hours.
- H. Staff members who request of the Business Office prior to August 15 the establishment of a summer savings program shall have 10% of their monthly gross base earnings withheld each month from September through June. The Board shall make semi-monthly lump sum payments to the depository, the Essex County Credit Union, which will dispense funds to individual accounts according to a list-and-deposit directive from the Board. The above funds will be held in this single depository and earn interest. The ECCU will be responsible for the distribution of the individual checks on July 15 and August 15 following the work year.

Staff members employed after August 15 may request the summer savings program 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 savings program unless he/she notifies the Business Office to terminate participation by June 15.

Withdrawal from the summer savings program during the school year is not permitted.

- I. 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.
- J. The high school media specialist shall be compensated at the *professional curriculum rate* for supervision of the media center until 4 P.M. two afternoons per week.
- K. An elementary or middle school media specialist shall be provided compensatory time for supervision of the media center one hour one afternoon per week. If at the end of the school year, unused compensatory time remains, the elementary or middle school media specialist shall be compensated at the hourly



*professional curriculum rate.*

- L. The *professional curriculum rate* shall be based on the following schedule:

2005-2006	\$28.00 an hour
2006-2007	\$29.00 an hour
2007-2008	\$30.00 an hour

and apply to activities requiring professional expertise such as approved curriculum writing, holistic scoring, and teaching professional development courses.

- M. Case managers shall be paid a stipend of \$350 for each evaluation completed during the summer.

Team members shall be paid a stipend of \$300 for each evaluation completed during the summer in support of a case manager.

**2005 - 2006 Teachers' Salary Guide  
Schedule A**

1. Subject to the further provisions hereof, salaries of all teachers within the negotiating unit shall be based upon the following salary guide.

2005-2006						
EXP/STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1/ A	39400	40400	41400	43400	44400	45400
2/ B	40200	41200	42200	44200	45200	46200
3/ C	41300	42300	43300	45300	46300	47300
4/ D	42470	43470	44470	46470	47470	48470
5/ E	43700	44700	45700	47700	48700	49700
6/ F	45000	46000	47000	49000	50000	51000
7/ G	46350	47350	48350	50350	51350	52350
8/ H	47900	48900	49900	51900	52900	53900
9/ I	49550	50550	51550	53550	54550	55550
10/ J	51500	52500	53500	55500	56500	57500
11/ K	53700	54700	55700	57700	58700	59700
12/ L	55950	56950	57950	59950	60950	61950
13/ M	59050	60050	61050	63050	64050	65050

14-15/ N	62450	63450	64450	66450	67450	68450
16-17/ O	66280	67280	68280	70280	71280	72280
18/ P				71510	72510	73510
19/ Q				73690	74690	75690
20/ R						79670

The Cedar Grove Board of Education recognizes the importance of ongoing professional growth both through college coursework and through tailored, extended district opportunities. Pursuit of additional knowledge, refinement of skills and understandings, and sharing of professional knowledge through turnkey training are recognized as meritorious activities. Staff members who accrue appropriate merit credits shall be recognized by an additional base salary amount of \$1000 for each merit level.

All college and professional development credits shall accumulate in advancing a staff member to the level of BA+30 or MA+30. Merit levels shall then be determined by adding college credits and district professional development credits beyond the level of +30 and then dividing by 15. Remainders shall be maintained for future accrual.

Merit levels beyond Doctorate shall be determined by adding college credits and district professional development credits beyond Doctorate and then dividing by 15. Remainders shall be maintained for future accrual.

For 2005-2006 the following staff members receive an additional base salary amount as stated:

Subject Area Leaders	\$3,380
Additional compensation and work load = -1 class -1 duty + 5 days (September 1 – June 30)	
Middle School Team Leaders	\$1,630
Coordinator of Guidance Services	\$2,090
High School Guidance Counselor	\$1,840
Middle School Guidance Counselor	\$ 920
(Counselor may be employed an additional ten (10) days computed at base salary)	

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Initial placement on the salary guide will be at the discretion of the Board of Education.

**2006 - 2007 Teachers' Salary Guide  
Schedule A**

1. Subject to the further provisions hereof, salaries of all teachers within the negotiating unit shall be based upon the following salary guide.

2006-2007						
EXP/STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1/ A	40000	41000	42000	44000	45000	46000
2/ B	40820	41820	42820	44820	45820	46820
3/ C	41840	42840	43840	45840	46840	47840
4/ D	42950	43950	44950	46950	47950	48950
5/ E	44130	45130	46130	48130	49130	50130
6/ F	45400	46400	47400	49400	50400	51400
7/ G	46800	47800	48800	50800	51800	52800
8/ H	48300	49300	50300	52300	53300	54300
9/ I	50050	51050	52050	54050	55050	56050
10/ J	51900	52900	53900	55900	56900	57900
11/ K	54100	55100	56100	58100	59100	60100
12/ L	56650	57650	58650	60650	61650	62650
13/ M	59250	60250	61250	63250	64250	65250
14/ N	62650	63650	64650	66650	67650	68650
15-16/ O	66280	67280	68280	70280	71280	72280
17-18/ P				71590	72590	73590
19/ Q				73780	74780	75780
20/ R						79840

The Cedar Grove Board of Education recognizes the importance of ongoing professional growth both through college coursework and through tailored, extended district opportunities. Pursuit of additional knowledge, refinement of skills and understandings, and sharing of professional knowledge through turnkey training are recognized as meritorious activities. Staff members who accrue appropriate merit credits shall be recognized by an additional base salary amount of \$1000 for each merit level.

All college and professional development credits shall accumulate in advancing a staff member to the level of BA+30 or MA+30. Merit levels shall then be determined by adding college credits and district professional development credits beyond the level of +30 and then dividing by 15. Remainders shall be maintained for future accrual.

Merit levels beyond Doctorate shall be determined by adding college credits and district professional development credits beyond Doctorate and then dividing by 15. Remainders shall be maintained for future accrual.

For 2006-2007 the following staff members receive an additional base salary amount as stated:

Subject Area Leaders	\$3,400
Additional compensation and work load = -1 class -1 duty + 5 days (September 1 – June 30)	
Middle School Team Leaders	\$1,650
Coordinator of Guidance Services	\$2,100
High School Guidance Counselor	\$1,850
Middle School Guidance Counselor	\$ 930
(Counselor may be employed an additional ten (10) days computed at base salary)	

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Initial placement on the salary guide will be at the discretion of the Board of Education.

**2007 - 2008 Teachers' Salary Guide  
Schedule A**

1. Subject to the further provisions hereof, salaries of all teachers within the negotiating unit shall be based upon the following salary guide.

2007-2008						
EXP/STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1/ A	40850	41850	42850	44850	45850	46850
2/ B	41670	42670	43670	45670	46670	47670
3/ C	42590	43590	44590	46590	47590	48590
4/ D	43700	44700	45700	47700	48700	49700
5/ E	44890	45890	46890	48890	49890	50890
6/ F	46130	47130	48130	50130	51130	52130
7/ G	47550	48550	49550	51550	52550	53550
8/ H	49000	50000	51000	53000	54000	55000
9/ I	50560	51560	52560	54560	55560	56560
10/ J	52420	53420	54420	56420	57420	58420
11/ K	54450	55450	56450	58450	59450	60450
12/ L	57000	58000	59000	61000	62000	63000
13/ M	59750	60750	61750	63750	64750	65750
14/ N	62720	63720	64720	66720	67720	68720
15/ O	66280	67280	68280	70280	71280	72280
16-17/ P				71590	72590	73590
18-19/ Q				73900	74900	75900
20/ R						80040

The Cedar Grove Board of Education recognizes the importance of ongoing professional growth both through college coursework and through tailored, extended district opportunities. Pursuit of additional knowledge, refinement of skills and understandings, and sharing of professional knowledge through turnkey training are recognized as meritorious activities. Staff members who accrue appropriate merit credits shall be recognized by an additional base salary amount of \$1000 for each merit level.

All college and professional development credits shall accumulate in advancing a staff member to the level of BA+30 or MA+30. Merit levels shall then be determined by adding college credits and district professional development credits beyond the level of +30 and then dividing by 15. Remainders shall be maintained for future accrual.

Merit levels beyond Doctorate shall be determined by adding college credits and district professional development credits beyond Doctorate and then dividing by 15. Remainders shall be maintained for future accrual.

For 2007-2008 the following staff members receive an additional base salary amount as stated:

Subject Area Leaders	\$3,450
Additional compensation and work load = -1 class -1 duty + 5 days (September 1 – June 30)	
Middle School Team Leaders	\$1,670
Coordinator of Guidance Services	\$2,130
High School Guidance Counselor	\$1,870
Middle School Guidance Counselor	\$ 940
(Counselor may be employed an additional ten (10) days computed at base salary)	

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Initial placement on the salary guide will be at the discretion of the Board of Education.

**Schedule B  
Coaches' Salary Guide**

Step	Softball			Baseball Track			Soccer			Hockey		
	Head			Assistant			Assist/Fresh					
	05-06	06-07	07-08	05-06	06-07	07-08	05-06	06-07	07-08	05-06	06-07	07-08
1	7000	7000	7000	4100	4100	4100	3910	3910	3910			
2	7220	7220	7220	4390	4390	4390	4170	4170	4170			
3	7440	7440	7440	4680	4680	4680	4430	4430	4430			
4	7660	7660	7660	4970	4970	4970	4690	4690	4690			
5	7900	7900	7900	5260	5260	5260	4960	4960	4960			

Step	Golf/Tennis			Cross Country			Assistant		
	05-06	06-07	07-08	05-06	06-07	07-08	05-06	06-07	07-08
1	4430	4430	4430	4170	4170	4170	2740	2740	2740
2	4610	4610	4610	4350	4350	4350	2860	2860	2860
3	4790	4790	4790	4530	4530	4530	2980	2980	2980
4	4970	4970	4970	4710	4710	4710	3100	3100	3100
5	5140	5140	5140	4880	4880	4880	3220	3220	3220

05	Head			Assistant (or JV)			Freshman		
	06	06	06	05-06	06-07	07-08	05-06	06-07	07-08
1	7120	7120	7120	4990	4990	4990	4600	4600	4600
2	7500	7500	7500	5150	5150	5150	4760	4760	4760
3	7880	7880	7880	5310	5310	5310	4920	4920	4920
4	8260	8260	8260	5470	5470	5470	5080	5080	5080
5	8640	8640	8640	5650	5650	5650	5250	5250	5250

Step	Head			1 <sup>st</sup> Assistant Head Freshman			Assistant		
	05-06	06-07	07-08	05-06	06-07	07-08	05-06	06-07	07-08
1	9210	9210	9210	5440	5440	5440	4850	4850	4850
2	9380	9380	9380	5610	5610	5610	5000	5000	5000
3	9550	9550	9550	5780	5780	5780	5150	5150	5150
4	9720	9720	9720	5950	5950	5950	5300	5300	5300
5	9880	9880	9880	6120	6120	6120	5450	5450	5450

Step	Head		
	05-06	06-07	07-08
1	5890	5890	5890
2	6200	6200	6200
3	6510	6510	6510
4	6820	6820	6820
5	7120	7120	7120

Advancement on the 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 years.



**Schedule C  
Advisors' Salary Guide**

	<b>2005-2006</b>	<b>2006-2007</b>	<b>2007-2008</b>
Band/Competition Director	7550	7550	7550
Assistant Band Director	3770	3770	3770
Pep Band Director	5000	5000	5000
Yearbook Advisor	3630	3630	3630
Business	1870	1870	1870
Assistant	1560	1560	1560
Mosaic Advisor	2240	2240	2240
Assistant	1400	1400	1400
Literary Publication Advisor	1560	1560	1560
National Honor Society	1330	1330	1330
Forensics Advisor	2130	2130	2130
Foreign Language Club Advisor (2)	710/each	710/each	710/each
Key Club Advisor	710	710	710
Interact Club Advisor	710	710	710
All School Council Advisor (2)	1810/each	1810/each	1810/each
Senior Class Advisor (2)	1730/each	1730/each	1730/each
Junior Class Advisor (2)	1510/each	1510/each	1510/each
Sophomore Class Advisor (2)	1300/each	1300/each	1300/each
Freshman Class Advisor (2)	1300/each	1300/each	1300/each
Tech Crew Advisor	1560	1560	1560
Dramatics			
Winter Drama Producer	2170	2170	2170
Spring Musical Producer	2170	2170	2170
Spring Musical Assistant Producer	1710	1710	1710
Set Designer	1230/prod	1230/prod	1230/prod
Artistic Designer	1230/prod	1230/prod	1230/prod
Cheerleading			
Football	2390	2390	2390
Assistant	1570	1570	1570
Basketball	4070	4070	4070
Assistant	2690	2690	2690
Colorguard Advisor	2170	2170	2170
Indoor Track Advisor	2530	2530	2530
Assistant	2180	2180	2180
Volleyball Advisor	2990	2990	2990
Middle School			
Literary Publication Advisor (2)	1050/each	1050/each	1050/each
Newspaper Advisor	1770	1770	1770
Student Council Advisor	2100	2100	2100
Yearbook Advisor	2100	2100	2100
Elementary			
Literary Publication Advisor (2)	640/each	640/each	640/each

## SCHEDULE D

### Webmaster

The webmaster shall be compensated with one less duty period and a stipend of \$2730 per year. The stipend shall not be added to base salary.

## SCHEDULE E

### Athletic Trainer

Notwithstanding anything contained in this agreement to the contrary, the following shall be the terms and conditions for the Athletic Trainer:

1. The work year for the Athletic Trainer shall be ten (10) months beginning approximately the third week in August (coinciding with the start of pre-season sports training camp) and ending approximately the second week of June (coinciding with the end of sports competitions).
2. It is understood that varying seasons and situations require varying schedules for the Athletic Trainer and that specific schedules will be adjusted by the Athletic Director based on game/practice schedules, sports season (fall, winter, spring), school vacations, holidays, etc. An average workweek of 48 hours will not be considered exceptional. Nevertheless, in any season or situation, the Athletic Trainer shall work a minimum 40-hour workweek, with standard work hours from 12 noon until 7 p.m. Monday-Friday and hours on Saturday based on practice/game schedules.
3. The Athletic Trainer will attend all home athletic contests; all practices as practical; and all home games of teams qualifying for Conference, County, or State play, including night contests, Saturdays, and Sundays.
4. The Athletic Trainer shall be placed on the appropriate step of the guide per degree level and length of service. No additional stipend shall accrue.

## SCHEDULE F

### **Educational Resource Teacher-Coordinator (ERTC)**

Notwithstanding anything contained in this Agreement to the contrary, the Educational Resource Teacher-Coordinator shall be employed on a twelve (12) month basis. He/she

shall receive thirty (30) days vacation as delineated below, thirteen (13) holidays, and twelve (12) sick days. His/her normal hours shall be from 8:00 a.m. to 4:00 p.m. In addition to payment on the appropriate step of the salary guide, the Educational Resource Teacher-Coordinator shall receive an additional base salary of \$16,540 for the 2005-2006 school year, \$16,700 for the 2006-2007 school year and \$16,870 for the 2007-2008 school year.

**Instructional Resource Teacher-Coordinator (IRTC)**

Notwithstanding anything contained in this Agreement to the contrary, the Instructional Resource Teacher-Coordinator shall be employed on a twelve (12) month basis. He/she shall receive thirty (30) days vacation as delineated below, thirteen (13) holidays, and twelve (12) sick days. His/her normal hours shall be from 8:00 a.m. to 4:00 p.m. In addition to payment on the appropriate step of the salary guide, the Instructional Resource Teacher-Coordinator shall receive an additional base salary of \$16,540 for the 2005-2006 school year, \$16,700 for the 2006-2007 school year and \$16,870 for the 2007-2008 school year.

Vacation Days for 12-Month Teachers (ERTC and IRTC)

The 30 vacation days that accrue during the first full year of employment between July 1 and June 30 will be taken according to the following schedule:

- 10 days will be taken during the first year of employment
- 20 days will be taken during the second year of employment

The 30 vacation days that accrue during the second year of employment will be taken during the third year of employment.

This pattern shall continue until the staff member leaves the district. The value of the 30 days of vacation that accrue during the last year of employment will be paid to the employee.

ARTICLE XVIII INSURANCE PROTECTION

A. Medical Coverage:

1. For employees 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).
  
2. Employees covered by this agreement, working half (1/2) time or more, and hired before July 1, 2005 have the option of enrollment in Traditional health coverage. The Board shall pay the full premium for Traditional health insurance coverage for the employee and his/her immediate family (spouse and eligible children).

3. Employees covered by this agreement, working half (1/2) time or more, and hired on or after July 1, 2005 shall be enrolled in the Managed Care plan for the first 5 (five) years of their employment. They will have the option of changing enrollment to Traditional health coverage during the open enrollment period following 5 (five) years of employment in the district.
4. In 2006-2007, the deductible for Traditional shall increase to \$200/\$400 and continue at those levels for the term of the contract.
5. The co-pay for Managed Care shall be \$5 for the term of the contract.
6. On an annual basis, an employee may choose to “opt out” of medical benefits (i.e., waive medical benefits) and be reimbursed according to the following schedule:

Opt out for Single	\$1,400
Opt out for Parent/Child	\$2,000
Opt out for Husband/Wife	\$3,000
Opt out for Family	\$3,500

- a. The employee 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.
  - b. Payment of the “opt out” incentive will be made in two installments, one in January and one in June of the school year.
- B. 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.

- C. Dental Coverage: The Board shall provide and administer a full-family dental plan including orthodonture.

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

- D. 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.

- E. 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 staff member 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 XIX ABSENCES

- A. **Absence for Business Which 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.

A teacher shall submit the personal day request form with the reason for the request stated to his/her building principal or supervisor 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 principal or supervisor may ask the teacher to request a different day, if possible, for the conduct of his/her personal business.

Reasons for such days include but 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 teacher will document the absence by submitting the appropriate form to his/her principal or supervisor 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 teacher and 1/240 for the 12-month teacher for the emergency personal day.

Each staff member may be granted four (4) 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 in accordance with Article IX E.

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

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 (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 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.

B. 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 LEAVES OF ABSENCE

A. **Types of Extended Leaves.** A teacher 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 a teacher 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 a teacher.
  - b. **Maternity Leave** may be granted for the teacher's preparation for delivery, delivery, and recovery from delivery. Within such a leave, a staff member 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 a teacher 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 a teacher 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. A teacher 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. A teacher 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 teacher elects to use accumulated sick days during this timeframe, such leave will be with pay and benefits. The teacher may use up to 40 days of accumulated sick leave for this purpose.

- c. A teacher 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 staff member 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, a staff member 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.

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

- A teacher 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. A teacher who is nontenured is not eligible to request a District **General** Extended Leave.

- b. A teacher 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 teacher elects to use accumulated sick days during this timeframe, such leave will be with pay and benefits. The teacher may use up to 40 days of accumulated sick leave for this purpose.

- c. A teacher 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, a staff member 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**

A teacher 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. 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.

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

- c. The teacher 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.
  - d. Prior to returning to work, the teacher shall submit a physician's statement certifying the teacher's ability to resume normal teaching duties.
  - e. 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
- 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 start of the leave and shall include commencement and termination dates of such leave.
  - b. Application for child care leave may be included in the request submitted for maternity leave.
  - c. 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.

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. A teacher 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 XXI 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:

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.

  - a. 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 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 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 the Sabbatical Leave Committee. This final report shall be transmitted to the Board.

#### ARTICLE XXII PROFESSIONAL DEVELOPMENT

- 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:

--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 charged by 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.

Courses taken in a given fiscal year shall be reimbursed at the beginning of the following academic year.

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. The Board shall pay 50% of the registration cost of out-of-district conferences or workshops when approved by the Chief School Administrator or designee.

The teacher shall be responsible for travel expenses to and from conferences or workshops.

For conferences or workshops that the district requires or that are reimbursed from grant money, the Board will pay full registration cost and may pay additional costs.

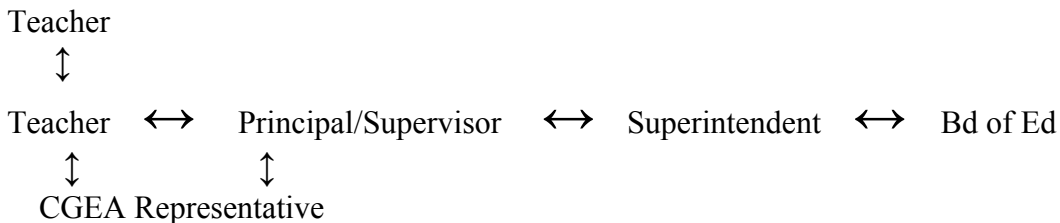
ARTICLE XXIII AVENUES OF PROFESSIONAL INTRA-STAFF  
COMMUNICATION

A. Purposes

1. To increase understanding and cooperation among the Board, administration, and teachers 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.
3. To encourage resolution of individual problems at a collegial level as a first professional and ethical step.

B. Guidelines

1. This procedure in no way supercedes the established grievance procedures (Article IV).
2. In personal professional matters, the teacher shall move through customary levels of communication. The following diagram is intended to depict graphically the customary levels of communication through which the teacher shall move:



3. Matters of general educational concern may be open to mutual discussion by all parties.



C. The Association recognizes the Board of Education's need to monitor its technology and networks and, furthermore, recognizes the role of the Educational Resources Coordinator in such monitoring. Accordingly, the Association agrees that it shall be acceptable practice for the ERC to report any inappropriate use of technology by a teacher or by students directly in that teacher's charge in the following manner:

- 1) At the first instance of inappropriate use (as defined by the district's Fair Use Policy), the ERC will discuss such inappropriate use with the teacher and document the discussion on the appropriate form, to be retained by both parties.
- 2) At the next instance of the same inappropriate use, the ERC will inform the building principal or supervisor, who will conduct a conference with the ERC and the teacher to discuss
  - a) the impact of the inappropriate use on the district technology or network;
  - b) avenues for resolution.
- 3) Any further instances of such inappropriate use will be reported to the principal or supervisor for his/her investigation and action.

#### ARTICLE XXIV 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 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 XXV 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 XXVI WAIVER

The failure of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right.

ARTICLE XXVII DURATION OF AGREEMENT

This agreement shall take effect on July 1, 2005, and end June 30, 2008.

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 EDUCATION ASSOCIATION

\_\_\_\_\_ by \_\_\_\_\_  
Date President

**MEMORANDUM OF AGREEMENT BETWEEN**  
**CEDAR GROVE EDUCATION ASSOCIATION**  
**AND**  
**CEDAR GROVE BOARD OF EDUCATION**

Sidebar:

The Board and Association are mutually interested in developing flexibility in the work year of Child Study Team members in order to accommodate fairly the heavier demands at the end of the school year.

Accordingly, the following shall be piloted during the 2005-2006 school year:

A psychologist, social worker, or LDTC may take up to five (5) compensatory days during the 2005-2006 school year in anticipation of working up to five (5) days after the close of the teachers' work year.

Such compensatory days shall be scheduled with the prior approval of the Director of Student Services.

The effectiveness of the above shall be evaluated by the CGEA and Administration at the beginning of the 2006-2007 school year.

CEDAR GROVE BOARD OF EDUCATION

\_\_\_\_\_ by \_\_\_\_\_  
Date President

CEDAR GROVE EDUCATION ASSOCIATION

\_\_\_\_\_ by \_\_\_\_\_  
Date President