

**AGREEMENT**  
**BETWEEN**  
**ORADELL ADMINISTRATORS'**  
**ASSOCIATION**  
**AND THE**  
**ORADELL BOARD OF EDUCATION**  
**2003 - 2006**



## **ARTICLE II**

### **RIGHTS OF THE BOARD**

The parties hereto agree that the Board reserves all rights, authority and responsibility in accordance with applicable laws and regulations except as legally affected by the provisions of this Agreement.

## **ARTICLE III**

### **NEGOTIATIONS PROCEDURE**

#### A. Negotiations

1. The parties agree to enter into collective negotiations over a successor agreement in accordance with The New Jersey Employer-Employee Relations Act in a good faith effort to reach agreement on matters concerning the terms and conditions of employment of administrative personnel.
2. Negotiations shall commence with a meeting to determine parameters and schedule.

#### B. Negotiations Team Authority

Any Agreement reached by the parties shall be subject to ratification by the Board and the membership of the Association.

C. Modification – Understanding of Parties

1. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations.  
  
During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the times they negotiated or executed this Agreement.
2. This Agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.
3. This Agreement shall be executed as of (date of ratification) and shall continue in effect through June 30, 2006, subject to the Association's right to negotiate over a successor Agreement, as provided herein. 2003-2004 Administrator salaries shall be paid retroactively to July 1, 2003.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

#### **A. Definition of Grievance**

A grievance is a claim by an administrator or the association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting terms and conditions of employment.

#### **B. Level One and Two Grievance Procedures**

The initial discussion shall be made with the individual's immediate supervisor within 10 school days from the date of the action or decision which forms the subject matter of the grievance. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved employee within 5 school days, an appeal may be made (constituting Level Two Grievance Procedure) to the School Superintendent in writing within 5 school days of the receipt of the response offered in Level One. The appeal must: 1) briefly describe the grievance; 2) indicate the specific provisions of the negotiated agreement, the specific board policy(ies) and/or the specific administrative

decision that gives rise to the grievance; 3) indicate all dates involved (date of occurrence, date of discussion with supervisor, date of initial denial); 4) indicate the remedy that is sought to resolve the grievance. The Superintendent must discuss the issue with all parties involved within 10 school days of receipt of the appeal and must render a written decision within 10 school days of the discussion.

C. Level three Grievance Procedure

If the grievant is not satisfied with the resolution offered in Level Two, the employee may appeal in writing (within 5 school days after receipt of written decision from Level Two) for review by the Board of Education. The appeal should be appended by all related documents/correspondence accrued in previous levels. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with all parties involved and render a written decision within a maximum of 40 calendar days of receipt of the written grievance by the Board.

D. Level Four Grievance Procedure

If the decision of the Board does not satisfy the grievant, written notice of intent to proceed to arbitration must be given the Board through the Superintendent within 5 school days after the receipt of the decision which is being appealed.

The arbitrator shall consider grievances involving an alleged violation of the express written terms of this Agreement and nothing else. The arbitrator can

add nothing to nor subtract nothing from the Agreement between the parties. Alleged statutory violations may be appealed before the appropriate legal forum but shall not be arbitral under this Agreement.

If a grievance is submitted for arbitration, the arbitrator shall be selected from the panel pursuant to the rules of the Public Employee Relations Commission. The opinion shall not be binding upon either party. The parties shall be responsible for all costs incurred by each, and only the fee and expenses of the arbitrator shall be shared by each party paying one-half.

E. Miscellaneous

All grievance hearings shall be conducted in private and shall include only such parties in interest and their designated or selected representatives.

If a grievance is submitted in June, July or August the time limits specified in this Article shall be considered week days rather than school days.

Time limits specified in this Article may be extended by mutual agreement of the concerned parties to accommodate unforeseen circumstances (e.g. vacation, sickness, etc.).

## **ARTICLE V**

### **PERSONNEL FILES**

- A. Any statement placed in the employee's personnel file which is derogatory in nature must be shown to the employee and the employee must be given the right to place a statement in his file concerning the original complaint, with the exception of references from former employers, outgoing references, pre-employment investigations and college transcripts.
  
- B. Employees shall be able to see their file at any reasonable and convenient time.

## **ARTICLE VI**

### **LEAVES OF ABSENCES**

Absences which have not been approved or authorized in writing by the Superintendent will result in full salary deduction for the length of the absence. Additional discipline may be warranted for multiple unauthorized absences.

#### **A. Sick Leave**

Each administrator shall be granted 12 sick days per year (for a 12 month employee; 10 sick days per year for a 10 month employee). Unused sick days shall be accumulated from year to year. Upon retirement from the Oradell Public School, and in accordance with the provisions of the Teachers Pension and Annuity Fund, an administrator shall be entitled to \$200.00 per day for each unused accumulated sick day up to a maximum of \$17,500.00. The administrator must have a minimum of 15 years service at O.P.S. and must give the Board a minimum of 6 months notice

prior to retirement. Retirement must not begin during the academic year in order for this bonus to take effect.

B. Temporary Leaves of Absence

1. Death in Family

- a. Immediate Family – Absence due to death in an employee’s immediate family (spouse, child/step child, parent, parent-in-law, sibling-in-law, grandparent, grandparent-in-law or a relative domiciled with that employee) shall be allowed with pay for a period not to exceed 5 school days in each such case. The absence may precede, include or immediately follow the death of a relative.
- b. Non-immediate Family – Four days absence with pay due to death in non-immediate family will be allowed.

2. Jury Duty

Any employee summoned for jury duty shall suffer no loss of pay. However, an employee summoned for jury duty during the student school year must request a delay of jury service until the summer. Any compensation received for jury service (excluding travel expense) shall be given to the Board.

## **ARTICLE VII**

### **VACATION**

#### A. 12 Month Contract

1. The contract period shall be July 1 to June 30.
2. 12-month administrators will be allowed 20 vacation days provided they have been employed by the Board for the preceding 12 months.
3. Administrators will receive 10 legal holidays which will be designated by the Board upon consultation with the Association after the student calendar has been established. In addition, the administrators need not work during the December break. These will not be counted as part of the total vacation days.

4. Five vacation days may be carried over to the next fiscal year and may only be taken when school is not in session. Unused vacation days will not be monetarily compensated.
5. Any and all vacation days must be scheduled with, and approved by, the Superintendent.
6. At least one administrator must be present in the building between 9:00 am and 3:00 pm during the Winter and Spring breaks and summer vacation, unless pre-approved by the Superintendent.

## **ARTICLE VIII**

### **PERSONAL AND PROFESSIONAL LEAVE**

#### **A. Personal Leave**

Leave of up to 5 days per fiscal year for personal business or emergencies may be granted at the discretion of the Superintendent. Unused personal days per fiscal year may accumulate as sick days. Personal leave may be granted for reasons beyond the control of the employee and acceptable to the Superintendent. All requests for absence for personal time shall be submitted on the appropriate forms by the administrator to the Superintendent.

Absences which have not been approved or authorized will result in full salary deduction. Additional discipline may be warranted for multiple unauthorized absences.

Most personal business can normally be anticipated in advance and therefore the request can be completed and forwarded prior to the anticipated date.

There are times, because of an emergency situation, when a telephone request for a personal absence will be made, however for payroll purposes all requests to be transmitted on the required form. Therefore, an administrator who is granted personal leave as a result of a telephone conversation will need to fill out the appropriate form immediately upon return to work.

B. Professional Conferences

Reasonable representation at county, state and national conferences and meetings is encouraged. With the prior approval of the Superintendent, compensation for reasonable expenses will be paid by the District at the Board's discretion. Requests will be considered on an individual basis as reviewed by the Superintendent.

C. Child Care Leave

Child Care Leave, without pay, shall be available to all administrators to care for a New-born child or an adopted child subject to the following conditions:

1. An administrator shall apply to the Superintendent in writing for the child care leave.
2. The administrator shall give as much advance notice as possible but no less than ninety (90) days. This timeframe can be shortened at the discretion of the Superintendent and the Board to allow for an emergency situation.

3. The written application shall include the dates for the commencement and the termination of the leave. The dates may be adjusted by the Board to minimize the disruption of the operation of the school systems.
4. Any extensions to the leave will be requested in writing and may be granted at the sole discretion of the Board.
5. A tenured administrator who leaves at the close of the school year is entitled to a maximum of 2 full school years unpaid leave. A tenured administrator who leaves during the school year is entitled to 1 full school year, plus the remainder of the school year in which the leave commenced. In either case, the administrator must notify the Superintendent in writing of his/her intent to return to work by April 1 prior to the September of his/her return.
6. Administrators who want to return to work after the birth of their child rather than take Disability Leave, Family Leave or Child Care Leave pursuant to this provision, may do so by providing a physician's certificate which attests to the ability to perform the administrative duties required by the Board.
7. Where both parents/guardians of an adopted or newborn child are employed by the Board, only one parent/guardian shall be entitled to child-rearing leave.

8. All requests for extensions or renewals of leaves shall be made in writing to the Superintendent. The Superintendent shall respond to the request in writing and be subject to the approval/disapproval by the Board of Education.

## **ARTICLE IX**

### **PROFESSIONAL DEVELOPMENT**

A. Professional Dues

The Board of Education will pay for each member's participation in the Bergen County Administrators' Association, the New Jersey Principals' and Supervisors' Association, and the National Association of Elementary School Principals. In addition, the Board will pay for the participation of the Director of Special Services in the New Jersey Association of Pupil Services Administrators.

B. PSA Convention

The Board will pay an administrator's salary for attendance at the PSA Convention plus \$50 per day in expenses, for a maximum of 2 days to be used at the administrator's discretion.

If, however, the administrator chooses not to attend chooses not to attend the convention, the administrator must report for work at the school as usual.

## **ARTICLE X**

### **TUITION REIMBURSEMENT**

The Board shall pay seventy-five (75%) percent of the tuition fee for the first 3 graduate credits taken each fiscal year. The Board shall pay fifty (50%) percent of the tuition fee for 6 additional graduate credits taken each fiscal year. Reimbursement rate shall be the rate charged by Rutgers University, regardless of institution attended.

Courses must be directly related to the duties and responsibilities of the employee. The course and institution must be approved in advance in writing by the Superintendent. A successful completion of each course, with written verification of grade B or better, must be submitted to the Superintendent for reimbursement.

## **ARTICLE XI**

### **SALARIES AND INSURANCE**

#### **A. Salaries**

The Board and the Association agree that the salary guides attached hereto and made a part hereof, including the general provisions thereon pertaining to education stipends and longevity, shall apply to all administrators within the Association for the entire duration of the said Agreement. These salary guides apply only to administrators presently employed by the Board. The Board reserves the right to hire new administrators at a salary to be negotiated among the OAA, the Board and the new employee.

#### **B. Insurance Protection**

1. The Board agrees to pay 100% of the premiums for the family health, dental, and prescription plans. The co-payment for prescription coverage

(Bollinger Prescription Program) shall be ten dollars (\$10.00) for name brand drugs, five dollars (\$5.00) for generic drugs, and zero dollars (\$0.00) for mail order prescriptions.

2. Benefits will not decrease, with the exception of the vision plan no longer available to Board employees effective July 1, 2003, from the level provided in the 1995-1996 school year.
3. The Board shall distribute complete descriptions of all coverage before September 30.
4. The Board agrees to provide Washington National Disability Insurance to each member at a rate not to exceed \$250 in fees per fiscal year.

## **ARTICLE XII**

### **DEDUCTIONS FROM SALARY**

A. Tax Sheltered Annuity

An administrator may authorize the Board to make deductions for the purpose of tax-sheltered annuities pursuant to the provisions of N.J.S.A. 18A: 6-127 et seq., and the terms of a group contract approved by the Board.

B. Save Harmless

The Association agrees to save the Board harmless from any claims or expenses raised against it pursuant to the Board fulfilling its contractual obligations in accordance with the terms of this Article.

## **ARTICLE XIII**

### **MISCELLANEOUS PROVISIONS**

A. All administrators who may be required to use their own automobiles in the performance of their duties excluding routine daily commute to and from O.P.S. shall be reimbursed at the rate per mile approved annually by the Board.

B. Printing and Distribution

The School District will, at its own expense, print sufficient copies of this Agreement for present and new employees.

C. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing, at the following addresses:

1. If by Association, to Board at Oradell Public School, 350 Prospect Avenue, Oradell, NJ 07649
2. If by the Board, to association at Oradell Public School, 350 Prospect Avenue, Oradell, NJ 07649

**ADMINISTRATORS SALARIES**

**ORADELL BOARD OF EDUCATION**

**ADMINISTRATOR SALARIES AS PER CONTRACT**

JOB TITLE	2002-03	2003-04		2004-05		2005-06	
	Salary	% Increase	Salary	% Increase	2004-05	% Increase	2005-06
Principal	\$98,646.00	5.00%	\$103,578.30	4.50%	\$108,239.32	4.50%	\$113,110.09
Director of Special Services, Curriculum and Professional Development	\$86,500.00	5.00%	\$90,825.00	4.50%	\$94,912.13	4.50%	\$99,183.17

**ADMINISTRATORS BONUS**

The Board will provide a bonus of up to \$2500 upon successful completion of a mutually agreed upon annual goal or goals beyond those listed within the administrator's professional improvement plan and as determined, in their sole discretion, by the Superintendent, in concert with the Board of Education. This bonus will not be added to the salary base and therefore will not accrue toward the administrator's pension.

**ADMINISTRATIVE LONGEVITY**

A member of the OAA will receive annually \$1,500 after completion of 20 years of service at O.P.S.

IN WITNESS WHEREOF, the “Association” has caused this Agreement to be signed by its President and Secretary and the “Board” has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed thereon, all on the day and year first above written.

ORADELL ADMINISTRATORS’ ASSOCIATION

---

---

ORADELL BOARD OF EDUCATION

---

---



ADMINISTRATORS' SALARIES

ORADELL BOARD OF EDUCATION

ADMINISTRATOR SALARIES AS PER CONTRACT

JOB TITLE	2002-03	2003-04		2004-05		2005-06	
	Salary	% Increase	Salary	% Increase	2004-05	% Increase	2005-06
Principal	\$98,646.00	5.00%	\$103,578.30	4.50%	\$108,239.32	4.50%	\$113,110.09
Director of Special Services, Curriculum and Professional Development	\$86,500.00	5.00%	\$90,825.00	4.50%	\$94,912.13	4.50%	\$99,183.17
Assistant Principal	NA	NA	NA	NA	\$80,000	4.50%	\$83,600.00

ADMINISTRATORS' BONUS

The Board will provide a bonus of up to \$2500 to both the Principal and the Director of Special Services, Curriculum and Professional Development upon successful completion of a mutually agreed upon annual goal or goals beyond those listed within the administrator's professional improvement plan and as determined, in their sole discretion, by the Superintendent, in concert with the Board of Education. This bonus will not be added to the salary base and therefore will not accrue toward the administrator's pension.

ADMINISTRATIVE LONGEVITY

A member of the OAA will receive annually \$1,500 after completion of 20 years of service at O.P.S.

## ADDENDUM

**To the 2003-2006 Agreement between the Oradell Administrators' Association and  
the Oradell Board of Education**

ADMINISTRATORS' SALARIES

ORADELL BOARD OF EDUCATION

**ADMINISTRATOR SALARIES AS PER CONTRACT**

JOB TITLE	2002-03	2003-04		2004-05		2005-06	
	Salary	% Increase	Salary	% Increase	2004-05	% Increase	2005-06
Principal	\$98,646.00	5.00%	\$103,578.30	4.50%	\$108,239.32	4.50%	\$113,110.09
Director of Special Services, Curriculum and Professional Development	\$86,500.00	5.00%	\$90,825.00	4.50%	\$94,912.13	4.50%	\$99,183.17
Assistant Principal	NA	NA	NA	NA	\$80,000	4.50%	\$83,600.00

ADMINISTRATORS' BONUS

The Board will provide a bonus of up to \$2500 to both the Principal, Assistant Principal, and the Director of Special Services, Curriculum and Professional Development upon

successful completion of a mutually agreed upon annual goal or goals beyond those listed within the administrator's professional improvement plan and as determined, in their sole discretion, by the Superintendent, in concert with the Board of Education. This bonus will not be added to the salary base and therefore will not accrue toward the administrator's pension.

#### ADMINISTRATIVE LONGEVITY

A member of the OAA will receive annually \$1,500 after completion of 20 years of service at O.P.S.