

AGREEMENT

BETWEEN THE

UPPER SADDLE RIVER
ADMINISTRATORS ASSOCIATION

AND THE

UPPER SADDLE RIVER BOARD
OF EDUCATION

JULY 1, 2012 – JUNE 30, 2015

I. SALARIES

- A. The Board agrees to pay the following annual salaries for July 1, 2012 through June 30, 2015.

	2012 - 2013	2013 - 2014	2014 - 2015
Cazes	\$132,063	\$135,365	\$138,749
Kaplan	\$130,716	\$133,984	\$137,334
McCusker	128,000 \$114,422	\$117,282	\$120,214
Severs	\$80,000	\$82,000	\$84,050
Solomon	\$170,914	\$170,914	\$170,914
Vernon	\$164,407	\$165,000	\$165,000
Whalen	\$130,000	\$133,250	\$136,581
Totals	\$922,522	\$937,795	\$952,842

- * Salaries shall be capped at \$165,000. In the school year following when an employee reaches the salary cap, he/she shall be entitled to a non-pensionable merit stipend of \$4,200 each year thereafter.

II. BENEFITS

Sick Days

All twelve-month administrators in the school district shall be allowed sick leave with full pay, in accordance with the NJSA 18A:30-1, et seq., for twelve (12) cumulative days in any school year.

In addition to the twelve (12) cumulative sick leave days, twelve-month administrators shall be allowed two (2) non-cumulative sick leave days, which shall be used only after use of the twelve (12) cumulative sick leave days in the current year.

Upon regular non-deferred or disability retirement from the Upper Saddle River School District, an administrator shall be entitled to payment on account of accumulated sick days pursuant to provisions hereinafter set forth.

- A. **Eligibility** – Administrators who have been continually employed for a minimum of ten (10) years in the district and who are eligible for and have applied for regular non-deferred or disability retirement benefits under the Teacher’s Pension and Annuity Fund shall be eligible to participate in the payment plan.
- B. **Notice** – To qualify for payment upon retirement, the Administrator must give written notice of retirement date and in no event later than January 1st preceding retirement. Payment by the Board shall commence during the month of July after notice. Notice given after January 1st will result in deferral of payment for one year.
- C. **Payment Procedures** – Upon retirement from the District, Administrators shall be entitled to payment of accumulated sick days pursuant to the following schedules:

Up to and including 50 days: \$100 per day

51 and up to 100 days: \$110 per day

More than 100 days: \$120 per day

Payment shall be made, subject to adherence with the Notice stipulation, in either (a) a lump sum during July following the academic year of retirement, (b) a lump sum during January following the academic year of retirement, or (c) a mutually agreed to schedule by the member and the Board.

The Upper Saddle River School District’s maximum financial liability under this provision for each administrator shall not exceed \$15,000.

If an administrator covered under this contract dies while employed by the District and meets the aforementioned criteria to receive payment, his/her estate shall be paid the amount he/she would have received had he/she retired at that date.

- D. Exemptions** – An Administrator who is dismissed for cause through tenure proceedings, or other disciplinary action or whose pension is subject to forfeiture, shall forfeit any right payment.

Family Illness

All administrators in the school district shall be allowed three (3) days absence per year without loss of pay for illness in the immediate family, immediate family consists of spouse, civil union partner, child, parent, brother, sister, all corresponding in-laws, or any other member of the immediate family.

Pregnancy, Childbirth/Child Care Leave

A. Physical Disability Related to Pregnancy and Childbirth:

1. Any pregnant employee may apply to the Board of Education as provided for above for a disability leave of absence and shall be granted such leave. The leave dates shall be supported by a physician's certificate, which shall allow for disability twenty (20) work days immediately before and twenty (20) work days immediately after the anticipated date of birth. The employee may use accumulated sick leave days in lieu of the aforementioned unpaid disability leave (for the twenty (20) days before and after the birth.

Any pregnant employee may request more or less than twenty (20) working days before and after the anticipated date of birth upon a specific physician's certificate supporting same.

The approved disability leave shall be extended for unanticipated disability relating to the child birth upon the provision of a supplemental physician's certificate.

2. Administrators who expect to use such leave will notify the Superintendent of the expected beginning date and duration in advance of such period of disability.

B. Child Care Leave:

1. The Board will grant, upon written request, a leave of absence without pay in accordance with the New Jersey and Federal Leave Acts. Such leaves will normally begin upon the expiration of the physical disability leave and will run consecutively with any other leave, disability or sick days provided in paragraph A-1 above, or at such date as may be agreed upon by the Administrator and the Board. All such leaves will be granted following the birth of a child, and may not exceed the partial year encompassing the birth and one (1) full school year after the birth.

2. Administrators will notify the Board of their intention to return to their job or to terminate employment by April 1st of the full year of leave taken after giving birth. It

will be the responsibility of the Board to inform in writing by registered mail those administrators on maternity leave one (1) month prior to their reply deadline.

3. There will be no granting of consecutive maternity leaves by the Board. Any Administrator requesting an additional maternity leave must have returned to his/her duties for a full school year before applying for maternity leave outside of their entitled FMLA/FLA leave.
4. Use of sick days will be at the discretion of the employee during the time that FMLA and/or FLA rights are in effect.
5. An Administrator who has been on a paid status (work or work plus paid sick leave) for five (5) months, shall qualify in the next school year for an increment credit. An Administrator who is on a paid status for less than five (5) months shall receive no increase for the following school years.
6. A leave of absence without pay shall be granted to any Administrator who requires the leave to care for a sick member of his/her immediate family (husband, wife, son, daughter, mother, father, sister, brother, civil union partner and all corresponding in-laws and any member of the household in which the Administrator lives). The leave shall commence as soon as necessary and shall be for the remainder of the school year. The extension of the leave for another full school year may be granted upon request of the Administrator. Leaves for this purpose for other than a full school year shall be granted only at the discretion of the Board.
7. Other leaves of absence without pay may be granted by the Board for good reason and, if deemed appropriate, the Board may subsidize same in whole or in part.
8.
 - a. Upon return from leave granted pursuant to Sections 1 - 6 of this Article, an Administrator shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. Pursuant to sections 1, 2, 5, 6 and 7 of this article, an Administrator who has been on paid status (work or work plus paid sick leave) for less than five (5) months shall not receive increment credit, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
 - b. All benefits to which an Administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, or to a substantially equivalent position.

9. All extensions or renewals of leaves shall be in writing, as shall requests or applications therefore

Personal Business

At the discretion of the Superintendent of Schools and upon his/her approval, an Administrator may be granted three (3) non-cumulative days, without deduction in pay for personal business. It is understood that personal days must be filed on the proper form and must have the Superintendent's approval.

Personal business days will not be normally be granted on days immediately preceding or immediately following scheduled holidays, recesses or vacations. Requests for such days at such times must include more information than usual personal day requests, including the reason therefore. If the Superintendent agrees to the emergency nature of the request, then the Administrator will be granted same. Personal business days also will not be granted at a time when the Administrator's absence may seriously hinder the overall operation of the school, e.g. opening day, closing day, etc.

Administrators requesting leave of absence for marriage may use the personal days or vacation days, or may be granted leave without pay. The Superintendent's advance approval will be required.

Vacation

All twelve-month Administrators in the school district shall be allowed summer vacation leave with full pay for twenty-three (23) days per year. Up to three (3) days may be carried to be used during the subsequent September through June school year or up to three (3) days may be sold back at the employee's current per diem rate. All vacation days will be scheduled at the convenience of the school district and with the approval of the Superintendent.

Death in the Family

All Administrators in the school district shall be granted up to five (5) working days absence immediately following the day of death of a member of the immediate family without loss of pay, immediate family consists of employee's spouse, civil union partner, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents and any other member of the immediate household.

Administrators shall be granted up to two (2) days in the event of death of an Administrator's relative or friend outside the Administrator's immediate family, per event.

Health Insurance

All Administrators in the school district will receive the same health coverage package provided to the Upper Saddle River Education Association at the time the benefit is initiated and shall contribute to his/her medical insurance in accordance with New Jersey State law.

Physicians Exam

All Administrators in the school district will receive up to \$500 for costs relating to physician's exams not reimbursable under health insurance after submitting copies of the physician's statement to the Board Office.

Life Insurance

All Administrators in the school district who qualify for group term life insurance coverage shall receive such coverage as a group member at standard rates and in the amount of \$50,000.

Tuition Reimbursement

All Administrators in the school district who are enrolled in a post graduate program in the field of education from an accredited university until the point of matriculation of that school and then becoming matriculated will receive tuition, books and fee reimbursement for up to six (6) credits per semester in the following amounts:

After one (1) year of district employment as an Administrator:	up to \$3,500 per year
In year three (3) of district employment as an Administrator:	up to \$5,000 per year
In year five (5) of district employment as an Administrator:	up to \$6,500 per year

Any courses taken by an Administrator in the school district outside of a doctoral degree must be approved by the Superintendent.

III. ADDITIONAL STIPENDS

All Administrators in the school district who have earned a doctoral degree from an accredited university or college will receive an annual \$2,500 stipend. Any Administrator who earns a doctoral degree during the term of this contract will receive the stipend, however, it will be prorated from the date the degree is awarded.

IV. COMMUNICATIONS

The Board shall provide the Principals, Assistant Principal, Director of Technology, Director of Special Education and Curriculum Coordinator with cellular telephones that possess text, email and internet access capabilities. The Board shall either: (a) reimburse the Administrator for using his/her personal phone an amount of forty-nine dollars (\$49.00) per month or (b) pay for the cost of acquisition, monthly service charges and maintenance of same provided that the devices are to be used for work related purposes only. The monthly service plan for either of the aforementioned options will include: unlimited calls, emails and text messaging. The Board will pay for the cost of repairs as well as insurance on the phones. The telephones shall remain the property of the Board and are to be returned upon retirement, resignation or termination. Telephones will be replaced no later than the commencement of any new BOE/USRAA contract.

V. GRIEVANCE PROCEDURE

Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or terms and conditions of employment of employee(s). Both parties agree that these proceedings will be kept as informal and confidential as they may be appropriate at any level of the procedure.

Structure

A. Since it is important that grievances be processed as rapidly as possible, the number of work days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

B. The grievance process shall begin with the initial written communication between the Association or the aggrieved employee addressed to their immediate supervisor (Superintendent or Business Administrator).

C. Informal Grievance:

The Appropriate Administrator shall meet with the aggrieved and representative within ten (10) work days to discuss the grievance with the objective of resolving the matter informally.

The grievance shall be initiated within fifteen (15) work days of either the occurrence of the incident or the impact on the employee. If the aggrieved person is not satisfied with the disposition of his/her grievance at the informal hearing, he/she shall submit the grievance in writing within five (5) work days to his/her Appropriate Administrator. The Appropriate Administrator shall meet with the aggrieved person and representative within ten (10) work days to discuss the grievance. The Appropriate Administrator shall have five (5) work days in which to respond in writing.

D. Level Two:

If the aggrieved person/Association is not satisfied with the disposition of the grievance at the informal level it shall forward the grievance in writing to the Board of Education through the Superintendent within five (5) work days. The Board shall then arrange a meeting with the aggrieved person and/or his/her representative before the next Board Meeting. The Board shall respond in writing no later than the second meeting after receiving the grievance. Under special circumstances the grievance can be expedited.

E. Level Three:

1. If the aggrieved person/Association is not satisfied with the disposition of the grievance at the Board level, it shall file with the Board within ten (10) work days notice of intent to arbitrate. The Association may file a demand for arbitration with the Public Employment Relations Commission. The Board and the Association shall be bound by the rules of the PERC.
2. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than fifteen (15) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to the Board, the grievant and the Association and shall be considered advisory and non-binding upon the parties.
3. The costs for the services of the arbitrator including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association, or by the grievant if the grievance is filed in his/her own behalf. Any other expenses shall be paid by the party incurring same.
4. Rights of Employee(s) to Representation:
 - a. Any party in interest may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present.
 - b. No reprisals of any kind shall be taken by the Board, any member of the Administration, the Association or any employee against any party in interest, any building representative, any member of the Association, Board of Education member or any other participant in the grievance procedure by reason of such participation.
5. Miscellaneous:
 - a. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file held by the Superintendent and accessible to the grievant and his designated representative and shall not be kept in the personnel file of any of the participants.
 - b. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore, referred to in this article.

c. All employees, including the grievant, must continue under the direction of the Superintendent and Administrators, regardless of pendency of grievance until each grievance is properly determined.

d. The above grievance procedure excludes non-tenure employees from grieving their dismissal.

VI. FUTURE CONTRACT NEGOTIATIONS

In order to develop an agreement for the 2015-2018 school years, both the Upper Saddle River Administrators Association and the Upper Saddle River Board of Education will exchange initial proposals by December 1, 2014 to ensure each side's position is understood prior to the initial discussion. Formal negotiations will begin by December 15, 2014.

VII. PART-TIME ADMINISTRATORS

Administrators who work on a part-time basis shall receive benefits pursuant to Article I and II (See Addendum A-1). Medical benefits, however, shall continue to be provided pursuant to the District's policies regarding minimum hours worked each week.

ADDENDUM A-1

**AGREEMENT BETWEEN THE UPPER SADDLE RIVER ADMINISTRATORS
ASSOCIATION AND THE UPPER SADDLE RIVER BOARD OF EDUCATION**

2012 – 2015

Benefit Description	Full-Time Benefit	Pro-Rata (% (*))	Pro-Rata Benefit
Sick Days – Cumulative	12	-	12
Sick Days – Non-Cumulative	2	-	2
Maximum Unused Sick Days	\$15,000	-	\$15,000
Family Illness	3	80%	2.5
Personal Business	3	80%	2.5
Vacation	23	80%	18.5
Death in Family	5	-	5
Physician's Exam	\$500	80%	\$400
Life Insurance	\$50,000	-	\$50,000
Tuition Reimbursement – 1-2 Years	\$3,500	80%	\$2,800
Tuition Reimbursement – 3-4 Years	\$5,000	80%	\$4,000
Tuition Reimbursement – 5+ Years	\$6,500	80%	\$5,200
Additional Stipend	\$2,500	80%	\$2,000
Health Benefits	Yes	35 hrs/week	Yes

* These pro-rated amounts are subject to change in accordance with the percentage of time actually worked. They are also only applicable for the years worked at this pro-rated level.

ADDENDUM A-2

**SIDEBAR AGREEMENT TO THE COLLECTIVE NEGOTIATIONS AGREEMENT
BETWEEN THE
UPPER SADDLE RIVER BOARD OF EDUCATION
AND THE
HO-HO-KUS BOARD OF EDUCATION**

WHEREAS, the Upper Saddle River Board of Education (hereinafter referred to as “the Board”) and the Upper Saddle River Administrators Association (hereinafter referred to as the “Association”) are parties to a collective negotiations agreement for the 2012/13 through the 2014/15 school years (hereinafter referred to as the “CNA”); and

WHEREAS, the Board shall subcontract technology services and support to the Ho-Ho-Kus School District under a Shared Services Agreement (hereinafter referred to as the “SSA”); and

WHEREAS, the Board has decided to effectuate its decision to subcontract technology services to the Ho-Ho-Kus School District by assigning the Director of Technology to supervise all IT functions for both the Upper Saddle River and the Ho-Ho-Kus School Districts; and

WHEREAS, the Board is desirous of awarding the Director of Technology an annual stipend in the amount of Twenty-Five Thousand Dollars (\$25,000) (hereinafter referred to as the “Annual Stipend”) in consideration for his assuming the additional technology responsibilities for the Ho-Ho-Kus School District; and

WHEREAS, the Board and the Association have come to a mutual agreement regarding the payment of the Annual Stipend; and

WHEREAS, the parties are desirous of memorializing their agreement.

NOW, THEREFORE, based upon the foregoing premises and mutual promises and covenants contained herein, the parties hereby agree as follows:

1. The Director of Technology shall be paid an Annual Stipend of Twenty-Five Thousand Dollars (\$25,000) in addition to the annual salary to which he is entitled under Article I of the CNA to supervise all IT functions for the Ho-Ho-Kus School District. The Annual Stipend shall be paid to the Director of Technology in two (2) equal installments on December 15 and June 15.

2. In the event the SSA is terminated during the school year, the Annual Stipend shall be prorated through the date services are terminated under the SSA.

3. The Association agrees that this Sidebar Agreement shall have no precedential value and further agrees that the Sidebar Agreement and/or its terms shall not be introduced in any grievance, arbitration or other litigation by any party to the CNA, nor shall it be used for the purpose of establishing a past practice.

VIII. AGREEMENT

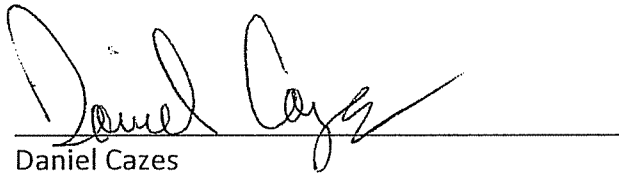
WHEREAS, a duly authorized officer of the Board of Education has approved the terms and conditions of this Employment Contract; and

WHEREAS, the Upper Saddle River Administrators Association has approved the terms and conditions of the employment contract;

NOW, THEREFORE, BE IT RESOLVED that the parties have agreed to and signed this Employment Contract on this 11th day of JUNE, 2012:



Angela Sacco-Torres
President
Upper Saddle River Board of Education



Daniel Cazes
President
Upper Saddle River Administrators Association

Attest:



EXTRACT FROM THE MINUTES OF
A MEETING OF THE BOARD OF EDUCATION
OF THE BOROUGH OF UPPER SADDLE RIVER
IN THE COUNTY OF BERGEN, NEW JERSEY
AS RECORDED IN THE OFFICIAL MINUTE BOOK

The Board of Education of the Borough of Upper Saddle River, in the County of Bergen and State of New Jersey, convened in Regular Session on June 11, 2012 at 8:00 p.m. in the Media Center of the Cavallini Middle School.

The following members were present: Mrs. Sacco-Torres, Mr. Ferrarie, Mr. Amano, Mrs. Bolton, Mrs. Johnston, Mr. Prisco, Mrs. Smiechowski,

The following member(s) were absent: None

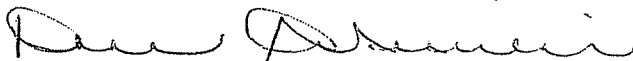
The following resolution was offered by Mr. Ferrarie, seconded by Mrs. Smiechowski, and adopted by the Board of Education with all in attendance voting in favor:

Approve the Collective Bargaining Agreement between the Upper Saddle River Administrators Association and the Upper Saddle River Board of Education for contract years 2012/13 through 2014/15.

Yes: 7
No: 0

STATE OF NEW JERSEY)
COUNTY OF BERGEN) ss

I, Dana Imbasciani, Secretary to the Board of Education of the Borough of Upper Saddle River, in the County of Bergen, State of New Jersey, hereby certify that the foregoing extract from the minutes of the Board of Education of said district duly called and held on June 11, 2012, has been compared by me with the original minutes as officially recorded in my office in the minute book of said Borough of Upper Saddle River, Board of Education and is a true, complete copy thereof and of the whole of said original minutes so far as the same relate to the subject matter referred to in said extract in witness I have hereunto set my hand and affixed the corporate seal of the Board of Education.



Dana Imbasciani
Board Secretary/Business Administrator