

**AGREEMENT**  
**BETWEEN**  
**RAMSEY BOARD OF EDUCATION**  
**AND**  
**RAMSEY TEACHERS ASSOCIATION**  
**JULY 1, 2009 THROUGH JUNE 30, 2011**

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**PREAMBLE**

This agreement entered into this 1<sup>st</sup> day of July, 2009, by and between the BOARD OF EDUCATION OF RAMSEY, hereinafter called the "Board", and the RAMSEY TEACHERS ASSOCIATION, hereinafter called the "Association", represents the complete and final understanding of all bargainable issues between the Board and the Association for the term of this Agreement.

**ARTICLE 1**

**RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel under contract not engaged as supervisory employees and who comprise the unit hereunder as follows:

1. Classroom Teachers
2. Nurses
3. Psychologists
4. Guidance Counselors
5. Speech Correctionists
6. Work Study Coordinators
7. Social Workers
8. Reading Specialists
9. Librarians
10. Learning Disability Specialists
11. Adaptive Physical Education Instructor
12. Summer School Teachers
13. Basic Skills Instructors
14. Student Assistance Counselor

B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiations unit as defined above, and references to male teachers shall include female teachers.

C. All other individuals employed by the Board not specifically enumerated above are excluded from the negotiations unit.

**ARTICLE 2**

**NEGOTIATIONS PROCEDURE**

A. 1. It is agreed that all employees covered by this Agreement in accordance with Article 1, "Recognition", shall have all the rights granted to employees under Chapter 123, Public Laws 1974. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 123, Public Laws of 1974 in good-faith effort to reach agreement

- on all matters concerning terms and conditions of teacher's employment. Any Agreement so negotiated shall apply to all teachers in the negotiations unit and shall be reduced to writing. The Association shall notify the Board in writing when the Agreement has been ratified by the membership. The Agreement shall be adopted by appropriate resolution of the Board and shall be signed by the Board and the Association.
2. The Association and the Board shall submit their proposals to the opposite party not later than December 1 of the calendar year preceding the calendar year in which this Agreement expires.
  3. Additional proposals or counterproposals, if any, may be submitted by either party within seven (7) calendar days of date noted in No. 2 unless otherwise extended by mutual agreement.
- B. The Board agrees to furnish the Association, from time to time, available public information and data concerning the Ramsey Schools which the Association may require. Nothing herein contained shall impose any obligation on the part of the Board to disclose any information which may be classified as privileged and/or confidential.
- C. It is understood and agreed between the parties that negotiations contemplate that a complete Agreement be signed by the respective parties and in the event either of the parties does not receive authorization to execute the Agreement negotiated by the members of the negotiations team, the clauses which have been agreed upon between the representatives of the negotiating parties shall not be deemed to have any binding effect.
- D.
  1. Representatives of the Board and the Association shall be available to meet upon request of either party for the purpose of reviewing the administration of the Agreement. These meetings are not intended to bypass the grievance procedure nor are they to be negotiating sessions.
  2. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters which they wish to discuss.
  3. All meetings between the parties shall be scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
  4. Whenever any representative of the Association or any teacher is mutually scheduled to participate during regular school hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- E. 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.
- F. Should a mutually acceptable amendment to this Agreement be agreed upon by the parties, it shall be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

**ARTICLE 3**

**GRIEVANCE PROCEDURE**

**A. Definitions**

- 1. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement, with the exception of contract renewal for non-tenured teachers.
- 2. An "aggrieved person" is the person or persons making the claim.
- 3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

**B. Purpose**

- 1. It is understood and agreed that both the Board and the Association have the right to utilize all provisions of this Article and that grievances may be processed either by the employee who has been aggrieved or by the Board or the Association.
- 2. 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 teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 3. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its view.
- 4. The Association may process a grievance through all levels of the grievance procedure though the aggrieved person does not wish to do so.
- 5. The Association may file a grievance at the level at which the decision was made which leads to the grievance.

**C. Procedure**

- 1. An aggrieved employee shall institute action under the provisions hereof within twenty (20) working days of the occurrence complained of, or within twenty (20) working days after he would reasonably be expected to know of its occurrence. Failure to act within said twenty (20) day period, shall be deemed to constitute an abandonment of the grievance.

2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this 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 a party of interest, 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.
4. Level One  
A teacher with a grievance shall first discuss it, either directly or through the Association's designated representative, with his immediate superior in an informal conference in the hope of resolving the matter at the lowest possible administrative level; department supervisor if applicable, then building principal.
5. Level Two  
If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.
6. Level Three  
If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit his grievance to the Board of Education.
7. Level Four
  - a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Board of Education, he may, within ten (10) school days after a decision by the Board of Education or twenty five (25) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the

grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after the receipt of a request by the aggrieved person.

- b. Within ten (10) school days after such written notice of submission to arbitration, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- c. 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 twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then his decision shall be issued not later than twenty (20) days from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his finding of facts, reasonings, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement.
- d. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties insofar as the grievance deals with the terms of the Agreement. The decision of the arbitrator shall be advisory insofar as it deals with administrative decisions and Board Policies not in conflict with the terms of this Agreement.
- e. The costs for the services of the arbitrator, including per diem expenses, if any, and 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.

**D. Rights of Teachers to Representation**

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative(s) selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation or lack of participation.

**E. Miscellaneous**

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, Paragraph 7 c of this Article.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents, shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. 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.
6. Employees are required to carry out all administrative directives despite an alleged contract violation or the pendency of a grievance.
7. The Association agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike, work stoppage, slowdown, walkout or other action which violates the terms and conditions of the Agreement. The Association agrees that such action would constitute a material breach of this Agreement.
8. The School Board agrees that during the term of this Agreement, neither the Board nor any of its agents will cause, authorize or support the locking out of the employees in this bargaining unit.

**ARTICLE 4**

**COMPLAINT PROCEDURE**

- A. Complaints regarding an employee which are made to any member of the administration or the Board by any parent, student, or other person, and which do or may influence an evaluation of an employee shall not be placed in his/her personnel file unless the employee has had an opportunity to review the



materials by affixing his/her signature to the copy to be filed, with the express understanding that the signature in no way indicates agreement with the contents thereof.

- B. The employee shall have the right to submit a written rebuttal to such material within five (5) working days of receipt of the materials proposed to be filed. His/her rebuttal shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
- C. Notification to the employee of a written complaint shall be made within ten (10) days of the complaint.

## ARTICLE 5

### BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the citizens of the Borough of Ramsey, New Jersey, hereby retains and reserves unto itself except as specifically limited by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, prior to the signing of this Agreement, by the laws and the Constitution of the State of New Jersey and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and the authority under R.S. 18A, School Laws of New Jersey or any other national, state or county laws or regulations as they pertain to education.

## ARTICLE 6

### SALARIES

#### A. Salary Guides

The salaries of all teachers covered in this Agreement are set forth in Schedule A, which is attached hereto and made a part hereof.

- B. 1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
  3. Teachers may individually elect to have monies deducted from their salary for deposit in the Credit Union or have their entire paycheck deposited directly to a bank of their own choice by signing a direct deposit of payment authorization. Said monies shall be sent to the Credit Union on the 15th and the 30th of each month.
  4. Teachers may individually elect to have monies deducted from their salary for annuities. Such monies shall be forwarded to the appropriate agency as designated by the applicant. Said monies shall be sent to the appropriate agency on the 15th and 30th of each month if the agency has submitted a semi-monthly deduction document to the Board Secretary/ Business Administrator.
  5. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
  6. Teachers shall receive their final checks on the last working day in June and upon completion of the year's work.
- C.
1. When a teacher accepts a schedule of six (6) classes plus one (1) duty period, the teacher shall be paid at the rate of 116.6% of salary which shall be included in a Board of Education motion. This shall include classes run before school (Zero period) or during the regular work day.
  2. Both parties agree that 7/6 overload schedules (as noted above) should ideally be a voluntary assignment. When a 7/6 position is anticipated, the position shall be blue sheeted according to current practice. Interested staff with the proper certification may voluntarily apply for the position. The administration may choose if there is more than one qualified candidate. Should no one volunteer, the administration may assign a staff member to the position with the following limitations:
    - a. Staff members in their first year in the district shall not be chosen to teach a 7/6<sup>th</sup>s schedule unless there is no other staff member with the proper certification.
    - b. After completing one year of an overload schedule, the position when possible shall be rotated should other staff members apply.
  3. When a teacher accepts a course load that is less than 7/6 as noted in 6 C. 1. above, but more than twenty-five (25) classes per week (plus duty) as in Article 12 B. 1. a. (Teaching Load), the teacher shall be paid at the rate of an additional one-twenty-fifth (1/25) of salary for each additional period above the base load of twenty-five (25). The adjusted salary shall be included in a Board of Education motion. Example: 1 extra teaching period a week (26/25) is equal to an additional 4% of salary, 2 extra periods a week (27/25) is equal to an additional 8% of salary.

- D.
1. All teachers and basic skills instructors shall advance one step per year in the appropriate column of the approved salary schedule provided work is satisfactory. To advance one step on the salary schedule, a teacher has to work more than five (5) months in a school year. Paid leaves of absence shall be considered time worked for the purpose of determining advancement on the salary schedule.
  2. Granting of increments is dependent upon recommendation of the Superintendent and the approval of the Board of Education.
  3. Full credit may be allowed for previous experience outside of Ramsey provided the candidate does not exceed the current salary guide.
  4. Full credit for military experience will be given to anyone on leave from Ramsey.
  5. If military experience occurs before coming to Ramsey, one step credit will be allowed for each year of service up to and including four (4) years.
  6. Credit up to a maximum of three (3) years may be granted by the Superintendent of Schools for experience in the Peace Corps, Vista, or National Teacher Corps.
  7. Credit may also be granted for alternative civilian service, if such service was required under the Selective Service System.
- E. The formula to determine the annual rate for a basic skills instructor is as follows:  
 $.1428 \times \# \text{ of Average Hours Per Day} \times \text{Step on Guide}$ .
- F. Teachers shall receive written notification of their contract and salary status for the ensuing year no later than May 15.
- G.
1. The teacher shall notify the Superintendent in writing on a form provided on or before the first of December if he expects to receive a degree or advanced step on the salary guide the following school year. The construction of the salary guides shall not be diminished by this subsection. Receipt of such notification shall be acknowledged by the Superintendent within five (5) working days. Failure of the teacher to notify the Superintendent by the first of December may, at the Superintendent's discretion, eliminate such teacher for such salary consideration for the immediately following school year. The exercise of such discretion by the Superintendent shall not be subject to the grievance procedure. Upon written proof, degrees or advanced steps on the salary guide will be recognized on September 1 and February 1 of each year. Where degrees or advanced steps on the salary guide have been earned prior to the aforementioned dates, but evidence of completion by the teacher has not been submitted prior thereto, payment will be made retroactively upon satisfactory proof of completion.
  2. a. No teacher may move more than two (2) horizontal columns in any one academic year.

- b. Teachers may not use excess graduate or initiative credits obtained before attainment of a Master's degree for column movement beyond the Master's degree.

#### H. Special Salary Positions

1. All regular teachers asked by the administration to cover a class in an emergency will be paid at the rate of twenty-five percent (25%) of the short-term substitute rate. This coverage rate shall be a minimum of thirty dollars (\$30) per period.
2. Any work assigned to the T and I Director beyond the regular teacher work year will be paid at the per diem rate in effect at the time the work is performed.
3. Coaches' salaries are attached as Schedule B.
4. Extra-curricular salaries are attached as Schedule C.
5. Middle School Team Leaders will receive a stipend of \$3,458 during the 2009-2010 school year. The stipend for the 2010-2011 school year shall be \$3,608.
6. Summer School  
 Ramsey teachers who are interested in working during the summer school session must indicate their availability for summer school teaching not later than May 1. Written contracts shall thereafter be executed by June 1 for each position in the summer school session. The failure by a teacher to honor such an employment contract for the summer school for other than reasons of illness, documented by medical certificate, may at the discretion of the Superintendent, result in the teacher being ineligible for employment during the next succeeding summer school session. In the event of cancellation of the course or courses to be taught by a teacher made after June 20th, the teacher shall be compensated for one-third (1/3) of the anticipated income for teaching such courses. The rate for summer school teaching shall be \$45 per hour.
7. The rate for bedside tutoring shall be \$45.00 per hour in-field and \$45.00 per hour out-of-field.
8. Curriculum development beyond the work day shall be paid at the rate of \$45.00 per hour. All such work shall be voluntary. However, if there are not sufficient volunteers for curriculum development, then teachers may be assigned by the Superintendent or his/her designee for curriculum work within the teacher's subject area or grade level.
9. Van drivers who do not receive a stipend pursuant to Schedules B and/or C shall be paid a rate of \$85.00 per trip. Van drivers who receive a stipend pursuant to Schedules B and/or C for the specific activity for which

they are driving shall be paid a rate of \$40.00 per trip.

I. Mileage

Teachers required to use their own automobiles to carry out assignments shall be reimbursed at the IRS rate of reimbursement, subject to the limits of State law. Request for payment for the July 1 through December 31 period shall be made by January 31. Request for payment for the January 1 through June 30 period shall be made by July 31. Payment will be made within sixty (60) days of submission.

J. When compensatory time is granted under this contract, the work performed to earn such time must receive prior written approval of the Superintendent. When any teacher chaperones a student activity during an overnight period, the teacher shall receive one (1) compensatory day for each overnight period. This shall not apply to overseas trips. It shall also not apply when a teacher receives a stipend under Schedules B and/or C for supervising the activity, with the exception of the DECA advisor, who shall receive a stipend AND compensatory days at the rate of one compensatory day for every two overnight periods. The use of approved compensatory time must be with prior notification to the Superintendent, and his prior consent thereto, which shall not be unreasonably withheld. Such time must be used within one calendar year of the date same was earned.

K. For those employees who have worked at least ten (10) years in the District and give notice of leaving for purposes other than retirement for any period of time greater than one hundred fifty (150) calendar days before the date of departure, or by September 15 for departure dates of December 31 or January 1, payment shall be two thousand dollars (\$2,000.00) for such early notification.

## ARTICLE 7

### TEACHER FACILITIES

A. Each school should have the following facilities if space and monies to provide them are available:

1. Space in each classroom or departmental office in which teachers may store instructional materials and supplies.
2. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.
3. A serviceable desk, chair and filing cabinet for the use of each teacher.
4. A communication system so that teachers can communicate with the main office from their classrooms.
5. Well-lighted, ventilated and clean teacher restrooms, separate for each sex and separate from the students' restrooms.

- 6. A separate private dining area for the exclusive use of the staff.
  - 7. Free off-street paved parking facilities exclusively for teacher use.
  - 8. Closet space for each teacher to store coats, overshoes and personal articles.
  - 9. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
  - 10. Books, paper, pens, pencils, chalk, erasers and other such material required in daily teaching responsibility.
- B. The Board shall provide an extension telephone in each faculty lounge for incoming calls only. The number of such extension telephones shall not exceed five (5) throughout the District. The Association may, at its option, arrange for the installation of a pay telephone in each faculty lounge for the exclusive use of teachers. The Association shall pay for any such installation and be responsible for the payment of all charges in connection with such telephone service, including minimum monthly charges.
  - C. Upon reasonable notice, teachers may request secretarial assistance from their principals. At the discretion of the principals, and insofar as current staffing and workload permits, secretarial assistance will be provided.
  - D. The Board shall provide, install and maintain an air conditioner in every faculty room.

**ARTICLE 8**

**LEAVES**

**A. Sick Leave**

In addition to the requirements of Chapter 18A, Laws of 1954, the Ramsey Board of Education further agrees that:

- 1. If the absence of any teacher, on account of personal illness, exceeds ten (10) days in one school year, except as allowed under accumulated period provided in New Jersey Statutes 18A, such teacher shall forfeit the actual substitute's salary pay for each day's absence for extended sick leave days granted pursuant to N.J.S.A. 18A: 30-6.
- 2. Bargaining unit members newly employed after the beginning of any school year shall, at the time of employment, be credited with sick leave at the rate of one (1) day for each month or portion of a month remaining in the school year. Any portion of a month shall be considered as a full month.

3. There shall be payment for accumulated sick leave upon retirement under the following provisions:
  - a. "Retirement" is defined as applying for, qualifying, and receiving a pension under T.P.A.F.
  - b. Sick leave days credited to an employee upon initial hire and earned in other school districts shall be deducted from the total accumulated sick leave days available for payment.
  - c. In order to be eligible for said payment, the employee must have worked at least ten (10) years in the District.
  - d. For those employees, who give notice of retirement for any period of time greater than one hundred fifty (150) calendar days before the date of departure or by September 15 for departure dates of December 31 or January 1, payment shall be made at the following rate: The first five (5) days shall be paid at the rate of four hundred dollars (\$400.00) per day for accumulated unused sick leave and unused personal leave (B. 1 below). All subsequent days of said accumulated leave shall be paid at the rate of forty-five dollars (\$45.00) per day. Effective with the 2008-2009 school year, the total limit of payment shall not exceed twelve thousand (\$12,000) dollars to an employee who is retiring.
  - e. For those employees, who give notice of retirement for any period of time less than one hundred fifty (150) calendar days before the day of departure or later than September 15 for departure dates of December 31 or January 1, payment shall be at the rate of forty five dollars (\$45.00) for accumulated unused sick leave and unused personal leave (B. 1 below). Effective with the 2008-2009 school year, the total limit of payment shall not exceed ten thousand (\$10,000) dollars to an employee who is retiring.
  - f. Unused personal days under Section B. 1. below shall accumulate according to the following formula: Three (3) days not used shall accumulated as two (2) sick leave days, two (2) personal days not used shall accumulated as one (1) sick leave day, and one (1) personal day not used shall not accumulate. These days shall be treated as if they were accumulated sick leave upon retirement.

**B. Temporary Leave**

In addition to the requirements of New Jersey Statute 18A, the Board further agrees that:

1. Any teacher shall be allowed three (3) personal business days without pay loss for each school year. A selected day may be taken for any one of the following reasons:
  - A. Attendance at college graduation ceremonies of the individual teacher, a child, a spouse, brother, sister, parent or other member of the immediate household.
  - B. Taking a dependent to or from college at the beginning or end of the academic semester, or when accompanying a dependent to a parent orientation program at the start of his/her academic career.
  - C. Funeral attendance for a relative or close friend, other than those noted elsewhere in this Agreement.
  - D. Observance of a religious holiday.
  - E. Legal business other than that provided for elsewhere in this Agreement, which cannot be conducted outside of school hours.
  - F. Home emergency – Within the three (3) days under 1, an employee may utilize personal days may be utilized for a home emergency, which requires immediate attention such as a plumbing, heating or refrigeration problem. The employee must describe in writing the nature of the emergency.
  - G. Wedding Ceremony - A personal day may be utilized without loss of pay for attendance at a member of the immediate household's wedding (as defined in B.1.A.) or up to two (2) days for participation in a wedding ceremony.
  - H. Travel emergency - with documentation, a personal day may be utilized without loss of pay in the event that a teacher is stranded away from home due to a transportation problem with a public carrier.
  - I. Moving Day
  - J. Automotive Transportation Emergency – A personal day may be utilized without loss of pay in the event of an automotive failure or accident and the employee cannot get to work.
  - K. Any teacher may be allowed a total of two (2) personal days without loss of pay for the birth of a grandchild



2. Any teacher may be allowed up to two (2) professional days without pay loss for purpose of visiting other schools or attending meetings or conferences of an educational nature upon approval of the Superintendent.
3. Any teacher may be allowed time necessary without pay loss for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.
4. Any teacher may be allowed up to five (5) days without pay loss at any one time in the event of death of a teacher's spouse, child, grandchild, son-in-law, daughter-in-law, parent or grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law and any other member of the immediate household.
5. Any teacher may be allowed up to a total of five (5) days' leave in a school year without loss of pay for the adoption of a child or for the serious illness of the teacher's spouse, child, parent, parent-in-law, grandchild, spouse of a child, or any other member of the immediate household. The superintendent has the discretion to grant additional time beyond five (5) days for this clause.
6. At the discretion of the Superintendent, necessary time at the beginning and/or end of the school year may be granted to attend summer school classes and/or travel to or from the place where such classes are held.
7. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard shall be granted, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay for a period of not more than two (2) weeks in addition to any pay which he receives from the State or Federal government.
8. Other leaves of absence with pay may be granted by the Board for good reason.
9. A teacher requesting leave of absence for marriage shall be granted such leave and shall forfeit per diem pay for such leave.
10. Leaves taken pursuant to Section B above shall be in addition to any sick leave to which the teacher is entitled.
11. Any teacher absent from school without leave under the provisions outlined above shall forfeit per diem pay for each day of such absence. Nothing in the foregoing sentence shall be interpreted to mean that employees may take unauthorized leaves of absence.

C. Extended Leave

In addition to the requirements of Chapter 18A, Laws of 1954, the Board further agrees that:

1. A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, Vista, National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship or other approved grants.
2. Pregnancy-Disability
  - a. Maternity leave shall be granted subject to the following conditions:
    - 1) A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.
    - 2) A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
    - 3) Exact dates of the leave will be arranged, as closely as possible to parallel opening and closing dates of school.
    - 4) A statement from a physician certifying that the teacher is physically able to return to duty shall be furnished to the Board before a teacher is permitted to return from maternity leave.
  - b. A teacher's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related cause. However, the leave of absence granted a non-tenured teacher hereunder shall not be extended beyond the end of the contract school year in which the leave is obtained.
  - c. Except as provided above, no teacher shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return.
  - d. No teacher shall be removed from her teaching duties during pregnancy, except upon one of the following:
    - 1) The Board has found that her teaching performance has noticeably declined.
    - 2) The pregnant teacher is found to be medically unable to continue teaching by her own physician and the Board's physician, or where these physicians disagree, by a physician jointly selected by the Board and the teacher, whose opinion on medical capacity shall be final and binding.
    - 3) Any other just cause.

3. Child-Rearing

- a. Teachers desiring an unpaid leave of absence for child-rearing purposes shall apply to the Superintendent at least four (4) months in advance of the desired commencement date of such leave.
  - b. In the case of child-rearing leave commencing immediately upon birth or adoption, tenured teachers shall be entitled to child-rearing leave for the balance of the school year in which the child is born or adopted and one additional full school year. At the time of application under C.3.a, the teacher shall state whether he or she is seeking the balance of the school year or that period plus the additional year. However, a teacher may elect to delay notification to the Board of his or her intentions regarding the additional year as long as such notification is made prior to April 1 preceding that year.
  - c. Non-tenured teachers shall be entitled to child-rearing leave for the balance of the school year in which the child is born or adopted.
  - d. If an employee under the provisions of C.3.b is on a child-rearing leave solely for the balance of the school year in which the child was born or adopted, the employee may receive an additional full school year of such leave. A letter of application to request such leave shall be made to the Superintendent no later than the April 1st prior to the termination of the leave already granted.
4. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.
  5. Other leaves of absence without pay may be granted by the Board for good reason.
  6. Upon return from leave pursuant to C.1. of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on leave granted pursuant to C.2,3,4 or 5 of this Article, nor shall such time count towards the fulfillment of the time requirements for acquiring tenure.
  7. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
  8. All extensions or renewals of leaves shall be applied for and granted in writing.

D. Career Development Leave

1. Purpose

The career development program is designed to help maintain instructional service at the highest level of quality by affording teachers the opportunity to further their professional development.

2. Eligibility for Consideration

- a. Any teacher who will have completed ten (10) years of teaching with seven (7) years of active service in the Ramsey Public Schools shall be eligible to apply for a grant. After such subsequent seven (7) year period, a successful applicant may apply for an additional grant. An unsuccessful applicant may reapply for consideration in any year following his/her first application.
- b. While satisfactory service is a prerequisite, the career development program looks ahead to the contribution that its participants can make to the children of Ramsey through the benefits of the program. It is not a reward for past accomplishments.
- c. In all instances, the activity must be related to enhancing the applicant's contribution to the educational program at the Ramsey Public Schools.
- d. Activities are limited to study in association with a recognized graduate institution or its equivalent, or in a planned program with recognized authorities.

3. Time Lines

- a. Requests for career development leave shall be made to the Superintendent of Schools before November 1st of the year previous to the desired school year of leave.
- b. Notification of the action taken by the Board of Education on requests for career development leave will be given by the Board to all applicants by March 1.

4. The Application

- a. The request shall be in writing giving the reason for the leave, how it is expected to improve the quality of the instruction and any additional information which will be helpful in evaluating the request. The application shall relate such information to the criteria listed in "Eligibility for Consideration" listed in 2. above. The applicant shall also have completed a "Promissory Note" under the terms of 9. below.

- b. The application shall also have the written approval of the principal or other administrator under whom he or she works.

5. The Grant Process

a. The Program Evaluation Committee

There shall be a committee to make recommendations to the Superintendent concerning each applicant based upon the criteria set in 2. above.

- 1) The Association President shall select three (3) professional staff members from the bargaining unit, of whom at least two (2) shall be classroom teachers. The Board's appointees to the committee shall consist of a Board member, the Assistant Superintendent for Curriculum and Instruction and a principal selected by the Superintendent. Membership on this committee, except for the Assistant Superintendent for Curriculum and Instruction, should be rotated on a school year basis.
- 2) The committee shall review all applications received by the deadline set in 3.a. above, shall meet as convenient, may meet with applicants as it chooses, and shall take formal votes on applicants.
- 3) The committee shall forward its recommendations in writing to the Superintendent and the Board containing its assessment of whether a candidate meets the criteria listed in 2. above and its rationale. The committee may judge more than one applicant qualified. If it does so, it may recommend one candidate over another but must state reasons for that selection.
- 4) The committee will also provide written advice concerning potential "Forfeiture of Grant" under 7. below.
- 5) The committee may also evaluate the career development program and its own procedures from time to time and make recommendations to the Superintendent.

b. The selection of teachers to be recommended to the Board of Education for career development leaves shall be made by the Superintendent on the basis of information contained in the written requests. Provided he or she meets the eligibility criteria listed above, an applicant to the program shall be recommended by the Superintendent and approved by the Board of Education.

c. No more than one teacher per year shall be granted a career development leave.

- d. A tie by the committee is equivalent to no approval of the application.

#### 6. The Grant

- a. Career development grants shall be based on the anticipated salary of the staff member during the year that the grant is in effect. Such grants may be either at full pay for one-half (1/2) of the school year or one-half (1/2) pay for the entire school year. Salary payments will be made on the same basis as for regularly employed teachers.
- b. While on a career development leave, a teacher will make the same payments into the T.P.A.F. as would be made if teaching that year on a full salary. The full twelve (12) month service credit is allowed for retirement and pension purposes. Teachers also make the regular payment based on full salary to Contributory Life Insurance and are fully covered during the year.
- c. During a career development leave, a teacher accumulates sick leave and is eligible to use it at the contracted salary, the same as if regularly employed. All other advantages of regular teaching also are available, including Worker's Compensation coverage.
- d. Tenure rights shall not be impaired.

#### 7. Forfeiture of Grant

If, in the judgment of the Superintendent or the Program Evaluation Committee, the teacher on a grant program is not fulfilling the purpose for which the grant was made, the Superintendent and the committee shall discuss the problem. The Superintendent may recommend forfeiture of the grant to the Board in writing. The Board may terminate the grant after providing an opportunity to the teacher to be heard.

#### 8. Summation

Teachers on leave will be required to submit to the Superintendent transcripts of courses taken during the leave, or a brief, written report on the activities in which they engaged during said leave.

#### 9. Subsequent Service

- a. As a condition to being granted leave, the teacher shall enter into a contract (Promissory Note) with the Ramsey School District wherein he or she agrees to continue in service to the Board for the period of no less than two (2) years after the expiration of the career development leave.
- b. If a teacher fails to continue in service after such a leave, said teacher shall repay to the Ramsey School District the sum of money bearing the same ratio to the amount of salary received

while on leave of absence that the unperformed part of the two (2) subsequent years of service bears to the two (2) full years, unless said teacher is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board of Education from this obligation.

**ARTICLE 9**

**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

A. The Board of Education agrees:

1. To pay the full cost of tuition, textbooks and other materials required for any courses, workshops, seminars, conferences, inservice training sessions or other such sessions, which a teacher is required and/or requested by the administration to take.
2.
  - a. To pay the full cost of tuition, registration fees, service fees, and laboratory fees of approved graduate studies up to \$1,200 in school year 2006-2007, provided such study has been given prior approval by the Superintendent.
  - b. The foregoing reimbursement arrangement shall not cover courses required of teachers for certification purposes unless a change in field of certification is requested by the Superintendent, or the Superintendent, at his discretion, determines that regardless of whether such course is required for certification, the course will be of benefit to the District. Parking fees and fees of a similar nature shall not be reimbursable.
  - c. The Superintendent may recommend courses for certification purposes only and/or he may approve courses for reimbursement and credit on the guide.
  - c. In order to be eligible for reimbursement, an employee must gain a grade of "B" or better in a course. A "Pass" grade will be accepted for reimbursement only if the employee has not been offered the choice of a letter grade rather than "Pass-Fail". Failure to select a letter grade when offered shall result in loss of reimbursement.
3. This reimbursement policy does not apply to teachers on leave, with the exception of those on sabbatical leave.
4. Internet-based graduate courses or undergraduate courses as referenced in Articles 9, C.2.f approved by the Superintendent, may be eligible for reimbursement under the language of A.2 and A.3 above. In order to be eligible for reimbursement, the course must be approved in writing by the Superintendent in advance of registration. Such a course may be approved by the Superintendent when, in his/her sole discretion, it is deemed that the

course will be of value to the district. The denial of course approval by the Superintendent shall not be subject to Article 3

B. Provisions of this Article will cover teachers taking courses during the summer months, providing said teacher was in the employ of the Ramsey School System prior to the close of school in June and is under contract for the new school year starting in September.

C. Criteria for Course Approval

1. College courses, workshops, seminars or initiative credits which have previously been approved shall be credited toward an advancement to the next column on the salary guide. No credit will be given for travel.
2. Any college course, workshops, seminars or initiative credits described below shall be credited toward an advancement to the next column on the salary guide and shall be reimbursed under this Article. However, the aforementioned reimbursement shall not cover courses required of teachers for certification purposes unless a change in field of certification is requested by the Superintendent, or the Superintendent, at his discretion, determines that regardless of whether such course is required for certification, the course will be of benefit to the District.
  - a. Prior to entering a Masters' or Doctorate program, there shall be written approval by the Superintendent. For K-5 classroom teachers, all graduate degrees in elementary education taken at a New Jersey State College or University shall be approved. For all 6-12 staff and special area staff K-5, graduate degree programs in the area of the individual staff member's certification and job assignment shall be approved. The Superintendent shall have discretion to approve other degree programs.
  - b. All college-approved courses which are credited toward a teacher's graduate degree which has been approved under the terms of a. above shall be approved.
  - c. If a teacher is not enrolled in a graduate degree program he shall receive credit for all graduate content (field) courses, provided he can justify them to the Superintendent as being directly related to his teaching assignment.
  - d. In addition to related content (field) courses, teachers may be given credit by the Superintendent for courses that would increase the effectiveness of their teaching, such as speech, linguistics, reading, psychology and guidance.
  - e. A teacher of a self-contained class shall be credited for content area courses directly related to his teaching assignment. One-third (1/3) of the course credits (5 hours) may be at the undergraduate level.



- f. If undergraduate course credits would be beneficial for an individual teacher in his job assignment, then such courses may be credited upon such recommendation of the school principal and/or department supervisor and the concurrence of the Superintendent of Schools.
- g. No teacher may receive credit for repeating a course unless changes in the field have been such that, in the written opinion of teacher's immediate supervisor or degree advisor, repetition of a course will prove beneficial to the teacher and students.
- h. Credits may be given for District-sponsored non-college workshops, lectures, or courses approved under C. 2. c. and d. above. Such courses including the R.E.A.L. Academy shall be prorated in accord with the hours spent and course content. Twelve (12) hours are equivalent to one (1) credit, which will be applicable to column movement on the salary guide.
- i. Notwithstanding anything contained in Section C of this Article to the contrary, no more than nine (9) non-traditional college based graduate credits shall be approved for movement on each column of the salary guide, and no more than six (6) non-traditional college based graduate credits shall be approved for movement per school year. If more than nine (9) non-traditional college based graduate credits are taken before a teacher advances to the next column of the salary guide, then the excess non-traditional credits may be 'banked' and utilized towards movement to the next column of the salary guide, subject to the nine (9) credit limitation on movement to the next column of the salary guide. The parties' intent is to limit the number of 'non-traditional, college based graduate credits' taken for column movement as part of this agreement from organizations including but not limited to Teacher Education Institute, Regional Training Center, Rockland Teacher Institute, and Center for Lifelong Learning.

For purposes of this article, *'Non-Traditional College Based Graduate Credits'* are defined as "short term courses scheduled on Fridays, Saturdays, and/or Sundays for less than five weekends total meeting time, or similar courses from the same or similar organizations delivered in a different time format during the summer". All approved graduate courses appearing in a traditional college or university catalogue, including summer schedule courses, are eligible for column movement. Web-based Internet Graduate Courses are NOT considered to be 'non-traditional' courses, and may also be taken for column movement without limit under the criteria listed in Article 9.

#### D. Mentoring

- 1. All Mentor positions will be posted to all staff members in the same manner as past postings of other jobs. In addition, recommendations for

mentoring positions shall be made by the Professional Development Committee.

2. Interested applicants must meet the criteria set forth by the statutes, and will receive a stipend of nine hundred dollars (\$900.00) for those mentoring Alternate Route Novices, and five hundred dollars (\$500.00) for those mentoring Traditional Route Novices.

If State funds are received for the mentor stipends equal to the full cost of the stipend, then the Novice Teacher pays nothing. In the event that no state funds are received, or the amount is less than the stipend, then the mentor stipend or the balance of the stipend shall be paid by the Novice Teacher to the Board of Education, who will in turn pay the Mentor Teacher the full stipend amount at the end of the school year in June.

3. The Board of Education will assume the cost of full day substitute teachers, split between two (2) Mentors at ½ day each, to allow for direct observation in the classroom setting by the Mentor. Substitutes will be provided a minimum of five (5) times prior to Mid-March for Mentors with Traditional Route Novices. Coverage for Mentors with Alternate Route Novices will be determined by the administration along similar lines
4. Additional meetings between Novice and Mentor will follow a schedule established by the Professional development Committee. No Mentor teacher will be compelled to forfeit preparation time or duty-free lunch time provided within the current contract. However, both Mentors and Novices will be encouraged to seek common time within the school day schedule for additional collaboration beyond the minimum time provided by substitutes.
5. Training for Mentors will be provided as soon as practical.
6. A Mentor debriefing will be scheduled for the Spring to monitor the effectiveness of the plan.

#### **ARTICLE 10** **INSURANCE PROTECTION**

- A. The Board shall provide the health care insurance protection as designated below:
  1. The health care benefits shall be those provided by the New Jersey State Health Benefits Plan or a plan that provides substantially comparable coverage, with the exceptions listed in A.1.a and A.2. below.

- a. Effective March 1, 1997, make the following changes: 1) institute a \$200/\$400 deductible, and, 2) institute Mandatory Second Surgical Opinion (this rider is detailed in a CIGNA memorandum which is attached to the 1996-1999 Memorandum of Agreement). The employee is not bound to follow the second opinion.
  2. For any new unit member hired after March 1, 1997, otherwise eligible for insurance, shall be covered by DPP at single enrollment for the first three (3) years of employment and on the first of the month following the third anniversary of employment in the unit will be enrolled at any available enrollment level (e.g., single, husband/wife, family, etc.) for a traditional, DPP or HMO enrollment at Board cost. During the first three years, the employee may enroll in higher enrollment levels of the DPP or in any enrollment in the traditional plan by paying the premium difference between the DPP single premium and the selected plan/enrollment level.
- B.
  1.
    - a. The maximum Board contribution for dental coverage for an employee shall be \$750 per year. Any cost of such coverage for both individual and family plan beyond that which is established by the above shall be borne by the individual teacher.
    - b. Basic skills instructors shall be covered by a prorated dental contribution by the Board based upon the number of hours worked per week. In order to be eligible for this prorated Board contribution, the basic skills instructor must work more than twenty (20) hours per week.
  2. Retirees may buy-in to dental insurance under the following guidelines:
    - a. Only employees who retire on or after July 1, 1983, are eligible.
    - b. Employee payment may only be made in annual installments.
    - c. The Board shall notify eligible retired employees at the last known address of the dental rate by August 15 of each year, if possible. Retired employees are obligated to supply the Board with notice of any address change.
    - d. The employee must forward the insurance premium to the Board within thirty (30) calendar days of notification of the rate pursuant to c. above.
    - e. Any retired employee who elects not to buy-in to dental insurance for the year cannot be eligible again for this benefit.
    - f. "Retirement" is defined as applying for, qualifying, and receiving a pension under T.P.A.F.
    - g. New retirees must pay a prorated insurance premium for the remainder of the insurance year on or before the date of retirement.

- 3. The parties agree to establish a joint committee of three (3) members each in order to investigate the dental insurance plans and carriers. The committee will meet as necessary to determine if better and/or more efficient coverage can be obtained in other plans and/or carriers within available agreed upon monies.
- C. The Board shall provide to each teacher a description of all insurance coverage provided under this Article, which shall include the conditions and limits of said coverage.
- D. The Board may, at its option, change insurance carriers as long as substantially equivalent and/or comparable benefits as those presently enjoyed are provided.

**ARTICLE 11**

**TEACHER WORK YEAR**

- A. The contract work year for teachers employed on a ten (10) month contract extends from September 1 through June 30. For each of the school years covered by this Agreement, the in-school attendance of teachers will be a maximum of 189 days for teachers currently in the school system and 192 days for new teachers as follows:

- 1. Pupil Attendance Days

The number of days when pupils are in attendance will not exceed 185 days nor be less than 180 days. This includes four (4) emergency closing days. If the emergency days are not used, the school year may be shortened at the discretion of the Board of Education. The last two (2) pupil attendance days shall be minimum length days as set by the State Board of Education's Rules and Regulations.

- 2. Orientation Days

Two (2) days are allotted prior to school opening for teacher orientation.

- 3. School Closing

One (1) day, after dismissal of students, shall be allotted for completion of records and inventories. However, one additional day may be required for individual teachers, at the discretion of the school principal, if work is not completed.

- 4. New Teacher Orientation

New teachers may be required to attend an additional three (3) days for orientation.

5. Effective July 1, 1997, there shall be one minimum contact day before the Thanksgiving recess or the December recess. The selection of said day shall be at the discretion of the Board.
- B. The contract work year for teachers employed on a twelve (12) month contract shall contain an additional twenty-two (22) working days to those described above.
- C. 1. The school calendar shall be set by the Board each year, after consultation with the Association. Such consultation shall begin no later than January 15 of the preceding year.
2. After adoption of the calendar by the Board, changes shall be made only after consultation with the Association.
- D. Any teacher who is transferred completely from one building to another shall be allowed one day to relocate teaching materials. Any elementary teacher who is involuntarily transferred between one classroom in a building to another classroom in the same building shall be paid 1/200th of the teacher's annual salary and shall be allowed one day to relocate teaching materials if the transfer necessitates the relocation of materials. If this day occurs on a day when a teacher normally is required to work, there shall be no additional compensation. If this day occurs on a day when a teacher is not scheduled to work, the teacher shall be compensated at the rate of 1/200th of the teacher's base salary.
- E. All teachers who teach in kindergarten through fifth grade shall be available on two (2) evenings each year for parent-teacher conferences. These evenings shall be scheduled on normal instructional days. The Fall Conference schedule of three half days shall also remain in effect.

## ARTICLE 12

### TEACHER HOURS AND TEACHING LOAD

- A. 1. A teacher is a professional who carries out his assignments to the best of his ability and is willing to give the time necessary to meet these responsibilities.
2. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster and shall also place a check mark in the appropriate column when signing out.
3. Teachers shall accept the responsibility to inform the principal when arrival or departure is to be at other than the usual time.
4. Each teacher shall be on classroom duty or where specifically assigned at least ten (10) minutes before scheduled starting time and remain on duty thirty (30) minutes after student dismissal times. The term classroom duty is defined for the purpose of this Article to mean duties directly related to classroom instruction and is not confined to the literal interpretation of

physical location of the teacher in the classroom. Some teachers may be assigned earlier duties by the principal or vice-principal when pupils must be admitted early. Such teachers will be relieved from comparable duty. Provisions of Paragraph A.4 shall not be construed to conflict with provisions of D.1 in this Article.

5. Any necessary deviations from the above schedule shall be resolved between the teacher and the appropriate administrator.
  6. Schedules of the opening and closing times of the respective schools shall be those approved by the Board of Education and attached as Schedule "D". This schedule is not to be considered part of this Agreement. Contracted teachers shall be notified as soon as possible of any proposed changes.
  7. On Fridays, or on days preceding holidays or vacations, Back to School Nights, and exhibit nights, the teacher's day shall end at the close of the pupil's day, with the exception that if specific requirements of students necessitate the teacher staying longer, such shall be considered a part of that teacher's workday.
- B.
1.
    - a. The daily teaching load of teachers in the High School and the Middle School shall not be more than five (5) teaching periods per day plus one (1) additional supervised activity period or resource assistance period and shall not exceed five (5) hours and fifteen (15) minutes. Homeroom is not considered as a supervised activity period. A teacher may voluntarily accept an additional teaching period in place of a supervised activity period.
    - b. A "resource assistance period" is defined as:
      - 1) A non-teaching assignment
      - 2) No take-home lesson plans
      - 3) No grading of papers
      - 4) No development, instituting or marking of tests
      - 5) No report card grades
      - 6) No take-home carry over of work after the period is over
      - 7) No formal, adopted curriculum
  2. The daily teaching load in the elementary schools shall not exceed five (5) hours and fifteen (15) minutes. There shall be a one-teacher per lunch period limit per day in the elementary schools for assignment to lunchroom and playground duties. The intention of this Article is to limit lunch duty to approximately one (1) per month.
  3. The teachers in grades seven (7) through twelve (12) shall not be required to teach more than two (2) subject areas, nor more than a total of four (4) teaching preparations at any one time except in world language areas. Special education teachers in grades seven (7) through twelve (12) shall not be required to teach more than three (3) subject areas.

4. When available facilities permit, regular classroom teachers in the middle and high schools shall not be required to change teaching stations more than three (3) times during a school day. Special education teachers are excluded from this provision.
  5. Basic skills instructors are excluded from all of the provisions in B.1 through B.4 above and C.1 below. Basic skills instructors who work four (4) or more hours per day shall receive a thirty (30) minute lunch period and a fifteen (15) minute break period. Basic skills instructors who work fewer than four (4) hours per day shall receive a fifteen (15) minute break period.
  6. Teachers of Trainable Mentally Retarded (TMR) class or its replacement classification, when housed at the High School, shall be excluded from the provisions in B.1. and B.3. above. Such teachers shall be entitled to a duty free lunch period of the same length as other High School teaching staff members, and an additional 30 minutes of non-student contact time each day. Any such teacher will not be assigned either a supervisory period or a resource assistance period. This provision will apply to at most two teachers in any given year. The teacher's work day shall end at the end of the student day, with the exception that if specific requirements of their students necessitate the teacher staying longer, such shall be considered a part of that teacher's workday. The provisions of D.1. below shall apply to any such teacher.
- C.
1. Teachers shall have a daily duty-free lunch period of at least thirty (30) minutes or as otherwise provided by the statutes of the State of New Jersey.
  2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods. Teachers finding it necessary to leave the building early or during their preparation periods shall obtain the permission of their administrator.
- D.
1. Teachers may be required to remain after the end of the regular workday without additional compensation for faculty or other professional meetings.
  2. An Association representative may speak to the teachers at a meeting called by the school principal or other school official if such arrangement is made beforehand with the administrator in charge.
  3. Principals should prepare an agenda for all meetings where teachers are involved and, whenever possible, provide such agenda at least one school day before the time of the meeting. Emergency meetings may be called, when needed, by the school principal. Teachers should be given an opportunity to suggest items for the agenda.
- E. Teacher participation in field trips which extend beyond the teacher's in-school workday and overnight or weekend trips shall be voluntary. Written permission for field trips shall be obtained from the Superintendent to guarantee insurance coverage as a school sponsored activity.

**ARTICLE 13**

**TEACHER ASSIGNMENT**

- A. All teachers shall be given written notice of their class and/or subject assignments and building assignments for the forthcoming year not later than June 15.
- B. The Superintendent shall assign all newly appointed personnel to their respective positions within subject area and/or grade level and shall give notice of assignments to new teachers as soon as practicable.
- C. In the event that changes in assignments are to be made by the Administration, the teacher affected shall be notified as soon as practicable. At the request of the affected teacher, the Superintendent or his designee will discuss the change with the teacher.
- D. In no event, however, shall the assignment of the teacher or a change in such assignment be subject to the grievance procedure under this agreement.
- E. The Board shall inform, in writing, the President of the Association of all teaching assignments and changes to them.

**ARTICLE 14**

**TRANSFERS, REASSIGNMENTS AND PROMOTIONS**

During the lifetime of this Agreement, the Administration shall post in each building all openings and promotion positions as well as via electronic mail. The failure to post via electronic mail shall, however, not be subject to the grievance procedure set forth in Article 3 of this Agreement.

**ARTICLE 15**

**TEACHER EVALUATION**

- A. Frequency
  - 1. Non-tenured teachers shall be evaluated at least four (4) times in each school year.
  - 2. Tenured teachers shall be evaluated at least one (1) time each school year.



**B. Reports**

A teacher shall be furnished a copy of each of his own personal evaluation reports. The teacher shall acknowledge that he has read and received a copy of the report by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also be afforded the opportunity to submit a written reply to the evaluation report which shall be reviewed by the Superintendent or his designee and attached to the file copy.

**ARTICLE 16****JOINT CONSULTATIVE TASK FORCE**

- A. The parties agree to continue the Joint Consultative Task Force which shall consist of four (4) members, the Superintendent of Schools and/or the Assistant Superintendent representing the Board and four (4) members, the President of the Association and/or his/her designee representing the Association.
- B. At the request of either party, the Superintendent will schedule a meeting at a mutually convenient time. Each party shall present to the other, at least five (5) school days prior to the meeting, an agenda covering the matters they wish to discuss.
- C. The following items shall be referred to the Joint Consultative Task Force for discussion:
1. Specialist.
  2. Non-teaching duties.
  3. Teacher-Administration Liaison.
  4. Instructional Council.
  5. Maintenance of classroom control and discipline.
  6. Books and other instructional materials and supplies.
- D. The parties agree to consider all recommendations of the Joint Consultative Task Force.
- E. It is understood and agreed by and between the parties that the inclusion of the aforementioned subjects in this Article for study by the Joint Consultative Task Force does not waive any rights of the parties with respect to the negotiability or non-negotiability of any or all of the aforementioned items.

**ARTICLE 17**

**TEACHER RIGHTS**

- A. The teacher shall be responsible to determine the grades and other evaluations of students within the grading policies of the Ramsey Board of Education, based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without consultation with the teacher. In the event a change is made, a notation shall be made by the administration in the teacher's personnel file and the teacher shall be afforded the opportunity to indicate in writing in said file his agreement or disagreement with the change.
- B. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any teacher benefit existing prior to its effective date.

**ARTICLE 18**

**ASSOCIATION RIGHTS**

Any unit member serving as President shall have no duty periods and may utilize his own lunch period and preparation period for Association activities, provided such activities do not interfere with the operations of the school district. Every reasonable effort shall be made to meet the scheduling needs of the RTA President.

**ARTICLE 19**

**MISCELLANEOUS**

- A. Copies of this Agreement shall be reproduced and the expenses shall be equally shared between the parties. The Agreement shall be reproduced within ninety (90) days after it has been signed and copies shall be made available to all individuals now employed or hereafter employed in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article 1 "Recognition" of this Agreement.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified or registered mail at the following addresses:
  1. If by the Association to the Board:

Ramsey Board of Education  
266 East Main Street  
Ramsey, New Jersey 07446

2. If by the Board to the Association:

Ramsey Teachers Association President  
(Home Address)

- C. The Association shall notify the Board within twenty (20) calendar days, after any election or appointment, of the names of all of its officers and members of the negotiations committee.
- D. There shall be no discrimination, interference, restraint or coercion by the Board or any of its agents or representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employees on behalf of the Association. The Association, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association and shall not solicit membership in the Association or payment of dues during classroom instruction periods.
- E. Any individual contract hereafter executed between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- F. A teacher may voluntarily (but shall not be required to) transport students with the advance approval of his principal or immediate supervisor.
- G. The Board recognizes the value of maintaining class size at an optimum level consistent with the available resources of the school system and the community. Therefore, the Board will endeavor to maintain an optimum class size within the realm of economic ability and will, through the Administration, consider the recommendations of the Association in establishing class size.

**ARTICLE 20**

**SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE 21**

**FULLY-BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues for the term of this Agreement. During the term of this Agreement, neither party will 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 time they negotiated or signed this Agreement.

**ARTICLE 22**

**DURATION**

This Agreement shall be in full force and effect as of July 1, 2009 and shall continue in full force and effect through June 30, 2011.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their respective corporate seals affixed hereto at Ramsey, New Jersey, on this 1<sup>st</sup> day of July, 2009.

RAMSEY TEACHERS ASSOCIATION

RAMSEY BOARD OF EDUCATION

By: /s/ Richard Romains  
President

By: /s/ John J. Nunziata  
President

By: /s/ Ann Sandberg  
Secretary

By: /s/ Robert J. Marcotulli  
Secretary

**SCHEDULE A**  
**TEACHERS' SALARY GUIDE**

**July 1, 2009 -- June 30, 2010**

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
1	48,658	50,118	51,577	53,037	54,497	56,371
2	48,858	50,324	51,789	53,255	54,797	57,049
3	49,058	50,530	52,403	54,061	55,771	58,078
4	49,258	50,736	53,386	55,110	56,844	59,063
5	49,458	50,962	54,005	55,703	57,408	59,855
6	49,848	51,797	54,505	56,353	58,189	60,668
7	50,048	52,144	54,962	56,778	58,777	61,827
8	50,668	52,612	55,556	57,345	59,874	63,432
9	52,463	54,058	57,563	59,248	62,976	65,780
10	54,893	56,781	60,202	62,216	66,123	69,959
11	57,523	59,522	63,066	65,200	69,181	74,170
12	60,278	62,086	65,459	68,640	72,424	76,899
13	64,033	65,954	70,334	73,789	78,282	82,547
14	70,488	75,342	80,978	83,546	87,163	91,780
15	78,943	84,668	89,850	93,242	96,436	101,477

An employee who passes an earned doctorate shall receive \$1,000 over the appropriate MA+45 guide step.

**TEACHERS' SALARY GUIDE**

**July 1, 2010 -- June 30, 2011**

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
1	50,483	51,997	53,512	55,026	56,541	58,196
2	50,683	52,203	53,724	55,244	56,765	58,874
3	50,883	52,409	54,228	55,886	57,596	59,903
4	51,083	52,615	55,211	56,935	58,669	60,888
5	51,283	52,821	55,830	57,528	59,233	61,680
6	51,483	53,432	56,140	57,988	59,824	62,303
7	51,883	53,879	56,797	58,613	60,612	63,662
8	52,098	54,042	56,986	58,775	61,304	64,862
9	52,933	54,528	58,033	59,718	63,446	66,250
10	55,718	57,606	61,027	63,041	66,948	70,784
11	58,633	60,632	64,176	66,310	70,291	75,280
12	61,648	63,497	66,829	70,010	73,794	78,269
13	65,563	67,530	71,864	75,319	79,812	84,077
14	72,178	77,032	82,668	85,236	88,853	93,470
15	80,793	86,518	91,700	95,092	98,286	103,327

An employee who passes an earned doctorate shall receive \$1,000 over the appropriate MA+45 guide step.

**SCHEDULE B****COACHING AND INTRAMURAL SALARIES**

<b>TITLE</b>	<b>2009-2010</b>	<b>2010-2011</b>
<b><u>HIGH SCHOOL</u></b>		
Baseball, Head	8,215	8,572
Baseball, Assistant (2)	5,862	6,117
Basketball, Head (2)	9,380	9,788
Basketball, Assistant (4)	6,811	7,107
Bowling	5,450	5,687
Cheerleading Adv. (Var.) (2)	3,945	4,117
Cheerleading Adv. (J.V.)	2,633	2,748
Cross Country	8,215	8,572
Cross Country, Assistant	5,862	6,117
Field Hockey, Head	8,215	8,572
Field Hockey, Assistant	5,862	6,117
Football, Head	10,567	11,027
Football, Assistant (5)	7,861	8,203
Golf	5,862	6,117
Ice Hockey, Head	8,215	8,572
Ice Hockey, Assistant	5,862	6,117
Indoor Track	6,234	6,505
Indoor Track, Assistant	4,161	4,342
Intramurals (10)	2,435	2,541
Murray Nuts Advisor (2)	2,698	2,815
Softball, Head	8,215	8,572
Softball, Assistant (2)	5,862	6,117
Soccer, Head (2)	8,215	8,572
Soccer, Assistant (4)	5,862	6,117
Swimming (2)	8,215	8,572
Tennis, Head (2)	7,051	7,358
Tennis, Assistant (2)	5,030	5,249
Track, Head (2)	8,406	8,772
Track, Assistant (2)	5,862	6,117
Volleyball, Head	8,215	8,572
Volleyball, Assistant	5,862	6,117
Wrestling, Head	9,380	9,788
Wrestling, Assistant	6,811	7,107

**SCHEDULE B**  
**COACHING AND INTRAMURAL SALARIES**  
**(Continued)**

<b>TITLE</b>	<b>2009-2010</b>	<b>2010-2011</b>
<b><u>MIDDLE SCHOOL</u></b>		
Basketball, 8th Grade (2)	5,746	5,996
Cheerleading Adv. (Smith) (2)	2,633	2,748
Track Head Coach (Smith)	5,030	5,249
Track Asst. Coach (Smith) (3)	3,353	3,499
Volleyball--Grade 8	2,393	2,497
Volleyball Asst. Coach (Smith)	1,212	1,265
Wrestling--Grade 8	5,746	5,996
<b><u>ALL LOCATIONS</u></b>		
Intramurals (10)	2,435	2,541



**SCHEDULE C**  
**EXTRACURRICULAR STIPENDS**

<b><u>TITLE</u></b>	<b>2009-2010</b>	<b>2010-2011</b>
<b><u>HIGH SCHOOL</u></b>		
Academic Decathlon	2,259	2,357
AFS Advisor	2,583	2,695
AVA Assistant	2,044	2,133
Art Club	1,212	1,265
Astronomy Club	1,789	1,867
Biology League Advisor	1,265	1,320
Chemistry League Adv.	2,777	2,898
Chess Club	631	658
Chorale Advisor	2,765	2,885
Class Advisors (Sr.) (2)	2,920	3,047
Class Advisors (Jr.) (2)	2,684	2,801
Class Advisor (Soph.)	2,105	2,197
Class Advisor (Fresh.)	1,904	1,987
Color Guard Director	4,810	5,019
Computer Club Advisor	4,688	4,892
Debating Team Adv.	2,441	2,547
DECA Advisor	2,529	2,639
Drama Coach	3,842	4,009
Environmental Club Adv.	2,206	2,302
French Club	631	658
High School Musical		
Musical Director (Stage)	2,515	2,624
Musical Director (Set)	2,179	2,274
Vocal Director	2,179	2,274
Lighting Design	678	707
Honor Society Adv.	2,206	2,302
Interact Advisor	2,173	2,268
International Club	1,265	1,320
Italian Club	631	658
Jazz Ensemble	2,798	2,920
Literary Mag. Adv.	3,975	4,148
Marching Band Director	7,230	7,545
Marching Program Coord.	3,995	4,169
Math League Adv.	2,206	2,302
Mock Trial	1,789	1,867
Music and Cultures	1,212	1,265
Physics League Advisor	1,265	1,320
RAM Editorial Adv.	4,869	5,081
SADD	1,789	1,867
School Treasurer	7,682	8,016
Set Construct. (Per Prod.) (2)	1,803	1,881
SOS Advisor	2,704	2,822
Spanish Club	631	658

**SCHEDULE C**

**EXTRACURRICULAR STIPENDS**

**(Continued)**

<b><u>TITLE</u></b>	<b><u>2009-2010</u></b>	<b><u>2010-2011</u></b>
Stage Band Director	2,414	2,519
Stage Crew Advisor	2,152	2,246
STAND Club Advisor	1,789	1,867
Student Congress Advisor (2)	1,998	2,085
Technology Club	2,636	2,751
Winter Guard	2,852	2,976
Yearbook Advisor	5,806	6,059
Yearbook Business Mgr.	2,488	2,596
<b><u>MIDDLE SCHOOL</u></b>		
Bergen County and Region Band Adv. (Smith)	1,265	1,320
Bergen County and Region Chorus Adv. (Smith)	1,265	1,320
Character Ed (Smith)	1,608	1,678
Community Service Club Adv. (Smith)	1,212	1,265
Drama Club Adv. (Smith)	1,748	1,824
Jazz Ensemble (Smith)	3,989	4,163
Mathcounts (Smith)	1,977	2,063
Middle School Musical	-	-
Musical Director	1,748	1,824
Set Design	713	744
Set Construction	713	744
Student Council Adv. (Smith)	1,789	1,867
Theatre Crew Adv. (Smith)	1,426	1,488
<b><u>GRADE 4-5</u></b>		
Recorder Ensemble (Dater)	488	509
Intramural Dance (Dater)	587	613
<b><u>ALL LOCATIONS</u></b>		
Extra-Curricular Units (4) (.25 Unit Increment)	1,265	1,320

**RAMSEY PUBLIC SCHOOLS**  
**266 East Main Street**  
**Ramsey NJ 07446**  
**Phone: (201) 785-2300**

**OPENING AND CLOSING TIMES OF SCHOOLS**  
**REGULAR SCHEDULE**

**RAMSEY HIGH SCHOOL**

Grades 9 - 12:	Homeroom	8:00	-	8:07
	Period 1	8:11	-	8:51
	Period 2	8:55	-	9:35
	Period 3	9:39	-	10:19
	Period 4	10:23	-	11:03
	Period 5	11:07	-	11:47 (Lunch)
	Period 6	11:51	-	12:31 (Lunch)
	Period 7	12:35	-	1:15 (Lunch)
	Period 8	1:19	-	1:59
Period 9	2:03	-	2:43	

**ERIC SMITH SCHOOL**

<b>Entrance</b>	<b>Tardy</b>	<b>Dismissal</b>
8:19 a.m.*	8:25 a.m.	3:05 p.m.

**ELEMENTARY SCHOOLS K - 5**

	<b>Entrance</b>	<b>Tardy</b>	<b>Dismissal</b>
<b>DATER SCHOOL</b> Grades 4 and 5	8:35 a.m.	8:40 a.m.	2:45 p.m.
<b>HUBBARD SCHOOL</b> P/S A.M.	8:45 a.m.	8:50 a.m.	11:15 a.m.
P/S P.M.	12:15 p.m.	12:20 p.m.	2:45 p.m.
P/S Full Day	8:45 a.m.	8:50 a.m.	2:15 p.m.
A.M. Kindergarten,	8:45 a.m.	8:50 a.m.	11:15 a.m.
P.M. Kindergarten	12:25 p.m.	12:30 p.m.	2:55 p.m.
Grades 1 through 3	8:45 a.m.	8:50 a.m.	2:55 p.m.
<b>TISDALE SCHOOL</b> A.M. Kindergarten , P/S	8:50 a.m.	8:55 a.m.	11:20 a.m.
P.M. Kindergarten	12:20 p.m.	12:25 p.m.	2:50 p.m.
Grades 1 through 3	8:50 a.m.	8:55 a.m.	3:00 p.m.

**BOARD OF EDUCATION**

John J. Nunziata, President  
Tony Gasparovich, Vice President  
Nicole Alvarez  
Laura Behrmann  
Erik Endress  
Keith Kaplan  
Robert C. Patti  
Richard Snyder  
Carrie Williams

**RTA EXECUTIVE COMMITTEE**

Amy Vinopal, President  
Nancy Sheffield, First Vice President  
Lynn Novak, Second Vice President  
Bill Abma  
Robin Klein  
Stephanie Marulli  
Sheri O'Neill  
Ann Sandberg  
Linda Seidman  
Marlene Stagnaro  
Nancy Teichman