

4-1131

Contract no- 562

02-11



AGREEMENT

between

RAMSEY BOARD OF EDUCATION

and

RAMSEY ADMINISTRATORS ASSOCIATION

x July 1, 1990 - June 30, 1991

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P R E A M B L E

THIS AGREEMENT entered into this 25th day of September, 1990, by and between the BOARD OF EDUCATION OF RAMSEY, hereinafter called the "Board" and the RAMSEY SCHOOL ADMINISTRATORS ASSOCIATION, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the Board and the Association for the term of this Agreement.

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association, during the term of this Agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all administrative personnel who comprise the unit hereunder as follows:
1. High School Principal
 2. High School Assistant Principal
 3. Middle School Principal
 4. Middle School Assistant Principal
 5. Elementary School Principals
- B. The term "administrators" when used in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male administrators shall include female administrators.
- C. All other individuals employed by the Board not specifically enumerated above are excluded from the negotiations unit.

ARTICLE II - NEGOTIATIONS PROCEDURES

- A.
1. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, entitled "Recognition," of this Agreement. Any agreement so negotiated shall be applicable to the aforementioned personnel and shall be reduced to writing. To be effective, such agreement must have been ratified by the membership of the Association, adopted by appropriate resolution of the Board, and signed by the Board and the Association. The Board reserves the right to request proof of ratification of the membership of the Association before appending its signature to any such agreement.
 2. The Association shall submit its total contract proposals to the Superintendent of Schools and the Board not later than January 15 of the school year in which this Agreement expires.
 3. The Board reserves the right to present proposals of its own as well as counter-proposals to those presented by the Association. Such proposals shall be presented to the Association in writing within ten school days of the Ramsey Administrators Association's proposal submission.
 4. All regular negotiations, mediation and fact finding procedures shall follow regulations stipulated by the Public Employee Relations Commission.
 5. All meetings between the parties for the purpose of negotiations shall be scheduled, whenever possible, to take place when the administrators are free from assigned educational responsibilities. When, however, the parties mutually determine that a meeting shall be scheduled during the school day, the administrators involved shall be excused from their duties and shall suffer no loss of pay.
- B. The Board agrees to furnish the Association, in response to reasonable requests made by the Association from time to time, available public information and data concerning the Ramsey Schools. Nothing contained herein shall impose upon the Board any obligation to disclose any information which may be classified as privileged and/or confidential.

- C. The parties agree that negotiations contemplate that a complete agreement be signed by the respective parties and that, in the event either of the parties does not receive ratification to execute the agreement negotiated by the members of its 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.

ARTICLE III - ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. No administrator shall engage in Association activities and meetings during the time that he is assigned to duty except as requested or approved by the Superintendent of Schools.
- B. The Association recognizes its obligation to represent equally all members of the negotiations unit, without regard to membership, participation or association with any activities of the Association.
- C. The Association shall be responsible for acquainting its members with this Agreement and shall urge adherence to its provisions.
- D. Use of School Buildings The Association and its representatives shall have the right to use school buildings for meetings.
- E. Use of School Equipment The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, and all types of audio-visual equipment, provided that such facilities and equipment be used at reasonable times and when the same are not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use.
- F. Mail Facilities and Mail Boxes The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary.

ARTICLE IV - ADMINISTRATORS' RIGHTS AND RESPONSIBILITIES

- A. Administrators shall be directly responsible to their respective appropriate immediate supervisor and, through them, to the Superintendent of Schools.
- B. It is the responsibility of each administrator to carry out administrative directions regarding Board policies and administrative regulations, subject to the understanding that the grievance procedure shall be available under the terms specified in Article VI in the event that it is felt any such directive or policy is in conflict with the express terms of this Agreement.
- C. Required Meetings or Hearings Whenever any administrator is required to appear before the Superintendent or his designee, or the Board, or any committee, representative or agent thereof, concerning the continuation of that administrator in his office, position or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a representative present to advise him and represent him during such meeting or interview.
- D. Criticism of Administrator Any criticism by a supervisor or Board member of an administrator should be made in confidence and not in the presence of students, teachers, parents or other public gatherings.
- E. Whenever any administrator or administrators are required to meet with the Superintendent or his designee, the Board, or any committee, representative, or agent thereof, concerning either the overall administration of the public schools of the district or that of a particular school, said administrator(s) shall be provided an agenda of the topics to be discussed prior to the beginning of the meeting. Whenever possible an agenda shall be provided twenty-four hours before the meeting.

ARTICLE V - BOARD RIGHTS AND RESPONSIBILITIES

The Board, on its own behalf and on behalf of the citizens of the Borough of Ramsey, Bergen County, New Jersey, hereby retains and reserves unto itself, except as 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.

ARTICLE VI - 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 an administrator or a group of administrators or based upon an interpretation, application or violation of any of the provisions of this Agreement which affects the terms and conditions of employment of an administrator or a group of administrators.
2. The term "Grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:
 - a. In matters where a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education or the State Board of Education.
 - b. In matters where the Board is without authority to act.
 - c. In matters where, after the exercise by the Board of its discretion, a further review of the Board's action is available to employees under State law.
 - d. In situations involving a failure or refusal of the Board to renew the employment contract of a non-tenured administrator.
3. An "Aggrieved Person" is the administrator(s) or Association claiming a Grievance.
4. 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. Both the Board and the Association have the right to utilize all provisions of this Article and Grievances may be processed by the administrator who has been aggrieved or by the Board of 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 administrators. 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 administrator having a Grievance to discuss the matter informally with any appropriate member of the administration, and having the Grievance adjusted without the 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 views.

C. Procedure

1. An aggrieved administrator shall institute action under the provisions hereof within twenty (20) working days of the occurrence complained of, or within twenty (20) working days after the date on which the aggrieved Administrator knew of or would be reasonably expected to know of such occurrence. Failure to act within said twenty (20) working 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 shall be considered a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. The failure of an Aggrieved Person to proceed to the next level within the specified time limits shall be deemed to be an acceptance of the decision rendered at the level last resorted to and shall constitute a waiver of any further proceedings on the basis of the Grievance in question; provided, however, that with respect to a request to extend for a reasonable period of time the number of days at any level other than the institution of an action under the provisions hereof, the Board shall not, so long as such request is made in writing before the number of days indicated for such level has run, unreasonably withhold its consent.
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 and, could result in irreparable harm to a Party in 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
An administrator 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.
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 at Level One, the Aggrieved Person may file the Grievance in writing (setting forth the specific allegations of fact which gave rise to the

Grievance, the specific provision(s) of this Agreement alleged to have been violated, the date as of which the event or acts which gave rise to the Grievance first occurred, and the relief sought with the Association within five (5) school days after the decision at Level One, or within ten (10) school days after the Grievance was presented at Level One, whichever is sooner. The Association shall consider the merits of the Grievance and, within five (5) school days after receiving the written Grievance, the Association shall either inform the Aggrieved Person that such Grievance is in the opinion of the Association not worthy of further consideration or, having reached the opposite opinion, 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 at Level Two, the Aggrieved Person may, within five (5) school days after a decision by the Superintendent, or within fifteen (15) school days after the Grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit the Grievance to the Board.

7. Level Four

a. If the Aggrieved Person is not satisfied with the disposition of the Grievance at Level Three, or if no decision has been rendered within ten (10) school days after the Grievance was delivered to the Board, the Aggrieved Person may, within five (5) school days after a decision by the Board, or within fifteen (15) school days after the Grievance was delivered to the Board, 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 the request by the Aggrieved Person.

b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified arbitration period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association 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 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 findings of facts, reasoning and conclusions on the issues submitted. The authority of the arbitrator shall be limited solely to the interpretation of, the application of, or compliance with, the provisions of this Agreement and he shall have no authority to add to, subtract from, or modify any of the provisions of this Agreement. In rendering his decision, the arbitrator shall be bound by all applicable New Jersey and Federal Statutes, the Constitutions of the State of New Jersey and the United States, and all applicable decisions of the Commissioner of Education, the State Board of Education, the Public Employment Relations Commission, the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising within the State of New Jersey. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding upon the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and 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 Administrators 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 an administrator 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 by the Board or by any member of the administration against any Party in Interest, any Association representative, any member of the Association, or any other participant in the Grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgement of the Association, a Grievance affects a group or class of administrators, the Associa-

tion may, within ten (10) school days of the occurrence complained of, or with ten (10) school days after the date on which the administrators knew of or would be reasonably expected to know of such occurrence, submit such Grievance in writing to the Superintendent directly and the processing of such Grievance shall be commenced at Level Two.

The Association may process such a Grievance through all levels of the Grievance procedure even though the Aggrieved Persons do not wish to do so.

2. Written decisions rendered at Levels One, Two, Three and Four of the Grievance procedure shall set 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 Subsection C(7) 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 Parties in Interest.
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. The meetings and hearings held under this procedure shall not be conducted in public and shall include only the Parties in Interest, their designated or selected representatives and their witnesses.

ARTICLE VII - SICK LEAVE

1. All administrators who are employed under a ten (10) month contract shall be allowed sick leave with full pay for ten (10) days per year.
2. All administrators who are employed under a twelve (12) month contract shall be allowed sick leave with full pay for twelve (12) days per year.
3. Sick leave not used in any one (1) year shall be accumulative, and any sick leave day not utilized during the year shall be carried from year to year unless and until it is used in any subsequent year or years.

ARTICLE VIII - TEMPORARY LEAVE OF ABSENCE

1. Any administrator may be allowed time off for personal or professional business without loss of pay at the discretion of the Superintendent. Requests for such time off must be made in writing to the Superintendent.
2. Any administrator may be allowed up to five (5) days without loss of pay at any one time in the event of death or serious illness in the immediate family. Immediate family shall be defined as: 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.
3. Other leaves of absence with pay may be granted by the Board for good reason.
4. Any administrator absent without leave under the provisions of this Article shall forfeit per diem pay for each day of such absence.

ARTICLE IX - EXTENDED LEAVE OF ABSENCE

A. Disability

1. Any administrator who anticipates undergoing a state of disability, such as but not limited to surgery, hospital confinement, medical treatment or pregnancy, may apply for a leave of absence based upon said disability in accordance with provision hereinafter set forth.
2. All administrators anticipating a state of disability shall notify the Superintendent of the condition expected to result in disability as soon as the condition which may result in disability is known.
3. An administrator desiring an unpaid disability leave shall provide the Board with a certificate concerning the disability from his/her physician. Said certificate shall review the nature of the disability and the anticipated commencement and termination dates for said disability. The Board may request that its physician, or a physician of its choosing, confer with the employee's physician. The Board may require the administrator to be examined by its own physician if recommended by the Board's physician after said conference. Said examination will be at the Board's expense.
4. In all cases where there is a dispute or difference of opinion between the administrator's physician and the Board physician, the two doctors will select a third, and the parties will be governed by the opinion of the third physician. Should the doctors not agree on such third physician, he or she will be selected by the County Medical Society. The expense of the third physician will be shared by the parties.
5. The administrator requesting a leave under the provisions of A.6 and A.7 shall specify in writing the date on which he or she wishes to commence said leave and the date on which he or she wishes to return to employment following recovery from said disability.
6. If the provisions of the foregoing sections have been met, the Board shall grant an unpaid leave of absence to an employee up to the balance of the year which concludes on June 30.
7. The administrator may seek an additional unpaid leave of absence of one (1) full school year or less by making application to the Superintendent no later than April 1 of the school year in which the disability leave commenced. The application shall include the Administrator's statement as to the period of additional unpaid leave required, not to exceed one (1) additional school year. It must be accompanied by a physician's statement pursuant to A.3.

8. The provisions of A.1 et seq. shall not be deemed to impose on the Board an obligation to grant or extend a leave of absence of any nontenured administrator beyond the end of the contract school year in which the leave is obtained.

B. Child Rearing Leave

1. Administrators 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.
2. In the case of child-rearing leave commencing immediately upon birth or adoption, tenured employees shall be entitled to child-rearing for the balance of the school year in which the child is born or adopted and one (1) additional full school year. At the time of application under B.I., the employee shall state whether he or she is seeking part of a school year, the balance of the school year or that period plus the additional year. However, an administrator 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.
3. Nontenured administrators shall be entitled to child-rearing leave for the balance of the school year in which the child is born or adopted.
4. If an administrator under the provisions of B.2 is on a child-rearing leave solely for the balance of the school year in which the child was born or adopted, the administrator may receive an additional full year of such leave. A letter of application to request such leave shall be made to the Superintendent no later than April 30th prior to the termination of the leave already granted.

C. Family Illness

A leave of absence without pay up to one (1) year shall be granted for the purpose of caring for a sick member of an employee's immediate family. Additional leave may be granted at the discretion of the Board.

D. Return

1. An administrator shall not receive increment credit for time spent on leave granted pursuant to Sections A, B, and C of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
2. All benefits to which an administrator was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored upon his/her return, and he/she shall be assigned to an administrator's position.

ARTICLE X - CALENDAR

A. Ten (10) Month Contract

1. The contract year for all administrators who are employed under a ten (10) month contract shall commence eight (8) working days immediately preceding the first reporting day for the general teaching staff and shall end on June 30th (the "10-Month Contract Year").
2. All administrators who are employed under a ten (10) month contract shall be granted vacation time which shall coincide with the holidays and Christmas, Winter, Spring and N.J.E.A. Convention recess periods established by the school calendar for teachers.
3. Whenever a building administrator is asked by the Superintendent of Schools or his designee to perform job functions, i.e., interview, during the summer vacation period, the administrator will receive, at the discretion of the Superintendent, either per diem pay for the time on duty or compensatory time for the time on duty. Said compensatory time shall be taken during the regular school year beginning September 1st.

B. Twelve (12) Month Contract

1. The contract year for all administrators who are employed under a twelve (12) month contract shall commence on July 1st and end on the following June 30th (the "12-Month Contract Year").
2. All administrators who are employed under a twelve (12) month contract shall be granted vacation time which shall coincide with the holidays and recess periods established by the school calendar for teachers and, in addition, shall be granted twenty-three (23) vacation days which are to be taken during the months of July and/or August, but before the eighth (8th) working day immediately preceding the first reporting day for the general teaching staff.

C. General

In the event that an administrator employed under a ten (10) month contract or under a twelve (12) month contract has worked less than a 10-Month Contract Year or 12-Month Contract Year, respectively, the number of vacation days available to said administrator shall be determined on a pro-rata basis. Unused vacation time shall not be cumulative and shall not be carried from year to year. Administrators shall not be entitled to compensation for unused vacation time.

ARTICLE XI - INSURANCE PROTECTION

- A. The Board shall provide the health-care insurance protection as designated below:
1. Each administrator shall, upon being hired, be insured effective the first day of eligibility for coverage following the commencement of employment.
 2. The health-care benefits shall be those provided by the New Jersey State Health Benefits Plan or a plan that provides substantially comparable coverage.
 3. The terms and conditions of said health-care coverage shall be consistent with the regulations of the carrier (New Jersey State Health Benefits Plan).
 4. The Board shall pay the full premium for each individual administrator and, when requested, for any dependents of said administrator as long as the administrator qualified under conditions stated in Subsection 3 above.
 5. The Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period, commencing each July 1.
 6. All insurance coverages shall, however, terminate on the last day of the month in which employment is terminated.
- B. The Board shall pay full premium for each individual Administrator and, when requested, for any dependents of said Administrator for the same dental coverage as is provided for in the Agreement between the Ramsey Teachers Association and the Board.
- C. The Board shall provide to each administrator a description of the health care insurance coverage provided under this Article, which shall include description of conditions and limits of coverage as listed above.
- D. The Board may, at its option, change insurance carriers so long as substantially equivalent benefits as those presently enjoyed are provided.

ARTICLE XII - SALARIES

- A. The salary for each administrator employed under a ten (10) month contract includes compensation for the entire 10-month Contract Year as defined in Article X, A, 1.
- B. The salary for each administrator employed under a twelve (12) month contract includes compensation for the entire 12-month Contract Year as defined in Article X, B, 1.
- C. Salaries for the 1990-91 school year shall be:

POSITION	STEPS			
	1	2	3	4
High School Principal	\$73,909	\$76,233	\$78,557	\$82,044
H.S. Assist Principal	\$65,775	\$68,099	\$70,423	\$73,909
Middle Schl Principal	\$71,204	\$73,372	\$75,540	\$78,792
M.S. Assist Principal	\$62,319	\$64,426	\$66,642	\$69,846
Elementary Principal	\$64,426	\$66,594	\$68,762	\$71,585

- 1. An earned Doctorate will receive \$1,200 above placement on Salary Guide.
- 2. Incremental movement on the Guide shall not be included in any negotiated percentage raise.
- 3. Placement on the Guide shall be determined by prior "administrative" experience. In no instance shall an administrator receive less compensation when he or she transfers or is promoted to another administrative position within the district.

- D. Retirement Stipend
Each administrator retiring after fifteen (15) or more years of service in the Ramsey School District shall receive a retirement stipend in an amount computed by multiplying one-half (1/2) the number of his unused accumulated sick leave days (with a maximum of 100) times fifty-five (\$55.00) dollars, to a maximum of \$5,500.

E. Hours

- 1. An administrator is a professional who carries out his or her professional assignments to the best of his or her ability and is willing to give the time necessary to meet these responsibilities.
- 2. An administrator shall accept the responsibility to inform the Superintendent when arrival or departure is to be at other than the usual time.
- 3. Each administrator shall be on duty in his or her build-

ing at least fifteen (15) minutes before the scheduled arrival time of teachers, i.e. twenty-five minutes before opening of school, and shall remain on duty fifteen (15) minutes after the teacher dismissal time.

4. Any necessary deviations from the above schedule shall be resolved between the administrator and the Superintendent.
5. Schedules of the opening and closing times of the respective schools shall be then approved by the Board of Education.

ARTICLE XIII - STAFF RECRUITMENT

Each building principal or his designee shall have the right and responsibility to interview prospective staff who might be hired and assigned to his school and to recommend to the Superintendent whether they should be hired. In assigning a newly hired staff employee to a school, the Superintendent shall consider carefully and give due weight to the evaluation given by the principal for that new employee.

ARTICLE XIV - PROFESSIONAL IMPROVEMENT

- A. The Board will, subject to the conditions hereinafter set forth, reimburse the cost of tuition, including enrollment and laboratory fee, to administrators who voluntarily engage in and satisfactorily complete educational courses beneficial to the school system. Other expenses such as graduation costs, thesis binding, yearbooks, parking fees and transportation are not to be reimbursed. The maximum refund is sixteen hundred (\$1,600) dollars per administrator within the School District fiscal year (July 1-June 30)."
1. Selected courses or degree programs must relate to an administrator's present position or to a reasonably predictable future assignment which may be requested of an administrator by the Board.
 2. To be eligible for reimbursement, an administrator will be required to obtain, prior to the start of a course or degree program, the approval in writing of the Superintendent of Schools.
 3. Reimbursement will be made after satisfactory proof of completion of the course is submitted by the Administrator to the Board, in which event payment will be made within thirty (30) days of said submission.
 4. Credits for successfully completed college graduate courses and non-college workshops, lectures or courses approved by the Superintendent of Schools will be granted by the Board and filed in the administrator's personnel file.
 5. Each administrator who has not earned a Doctorate degree shall earn a minimum of two (2) semester hours of graduate work or its equivalent during each three-year period of his employ in Ramsey beginning 1974-1975. Equivalent credit may be given for attendance at workshops, seminars, conferences, or other in-service training sessions at the discretion of the Superintendent whose prior written approval is mandatory.
- B. The Board will pay the full cost of tuition and other instructional expenses incurred in connection with any courses, workshops, seminars, conferences or in-service training sessions which an administrator is requested by the administration to take.
- C. The Board will pay the cost of memberships for all Administrators in National and State Principals' Associations.
- D. The Board of Education recognizes the importance of the continued professional development of its administrative staff by granting permission to its administrators to attend a professional organization's national convention.

- I. Each elementary school principal may attend a national convention every third year.
 - a. Should the eligible administrator be unable to attend, the remaining two administrators may apply for permission at the discretion of the Board.
 - b. Said permission shall be granted on a rotational basis.
 - II. Each middle school administrator may attend a national convention every second year. Should the administrator selected in a given year be unable to attend the remaining administrator may, if he requests, be granted permission at the discretion of the Board to attend.
 - III. Each high school administrator may attend a national convention every second year. Should the administrator selected in a given year be unable to attend the remaining administrator may, if he requests, be granted permission at the discretion of the Board to attend.
- E. All administrators may be allowed time off to attend professional meetings, conferences, and workshops at the discretion of the Superintendent.

ARTICLE XV - MISCELLANEOUS PROVISIONS

- A. Notification of Contract and Salary
Administrators employed on or before September 30th shall be notified of their contract and salary status for the succeeding year no later than April 30th. This date may be changed by mutual written consent of the Board and the Association. Administrators employed after September 30th shall be notified of their contract and salary status for the succeeding year no later than June 15th.
- B. Administrator Evaluation
An administrator shall be given a copy of any written evaluation prepared by his evaluators. No such report shall be submitted to the Board, placed in the administrator's file or otherwise acted upon without a prior conference with the administrator.
- C. Mid-Year Evaluation of Non-Tenured administrators
All non-tenured administrators will receive a semi-annual performance evaluation. This evaluation shall take place no later than December 1 and March 31 of a given academic year. These performance evaluations shall be conducted by a Central office representative for a non-tenured building level Administrator, and the immediate supervisor for an assistant building level administrator.
- D. Complaint Procedure
Complaints regarding an administrator, 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 administrator, shall not be placed in his personnel file unless the administrator has had an opportunity to review the materials. The Administrator shall acknowledge that he has had the opportunity to review such material 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 administrator shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
- E. Copies of this Agreement shall be reproduced at the expense of the Board within ninety (90) days after it has been signed and a copy shall be made available to each individual now employed or hereafter employed in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, entitled "Recognition," of this Agreement.
- F. 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:

266 East Main Street
Ramsey, N.J. 07446

2. If by the Board to the Association:

Send to the address of the President
of the Association

G. The Association shall notify the Board within ten (10) calendar days after any election of the names of all of its officers, executive committee and members of the negotiations committee.

H. 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 any lawful activities by such employees on behalf of the Association. The Association, the 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.

I. Agency Fee

The parties agree that if, for the term of this contract, any other bargaining unit in the district negotiates an agency fee provision, that the agency fee will be extended to this Association. (The effective date of the agency fee will coincide with the effective date of the agency fee agreement in the other unit.) The parties agree that the specific mechanics and language of the agency fee must be negotiated between the parties prior to actual fee deductions.

J. Physical Examination

"Each administrator shall have the option of obtaining an annual comprehensive physical examination. The Board shall reimburse the administrator for said examination in an amount not to exceed two hundred and fifty (\$250) dollars.

K. Development of School Calendar

The school calendar shall be set by the Board of Education each year, after consultation with the Association. Such consultation shall begin no later than January 15 of the preceding year.

ARTICLE XVI - SEPARABILITY AND SAVINGS

A. Separability

If any provision of this Agreement, or any application of this Agreement thereof, is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision or application shall thereupon be deemed null and void and of no further force or effect. All other provisions hereof shall not be affected thereby and shall continue in full force and effect.

B. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to administrators covered by this Agreement, as established by the rules, regulations and/or policies of the Board in force on said date shall continue to be applicable during the term of this Agreement, 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 administrator benefit existing prior to its effective date.

Article XVII - Board-Administration Relations

A Liaison Committee consisting of five (5) members, including the Superintendent, two (2) members appointed by the Association and two (2) members appointed by the Board, shall meet at the request of either the Board (including the Superintendent) or the Association for the purpose of maintaining close communication on matters relating to policies, procedures, problems, practices, duties and responsibilities pertinent to the operation of the Ramsey School District. Agenda shall be formulated and exchanged between the Board and the Association at least five (5) school days prior to such meetings.

ARTICLE XVIII - DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1990 and shall continue in effect through June 30, 1991, subject to the Associations' right to negotiate over a successor Agreement as provided in "Article II." This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

RAMSEY ADMINISTRATORS
ASSOCIATION

RAMSEY BOARD OF EDUCATION

By: /s/ John Dispoto
John Dispoto, President

By: /s/ Karen M. Diccianni
Karen M. Diccianni, President

By: /s/ Michael E. Gratale
Michael E. Gratale, V.Pres./Sec.

By: /s/ Robert J. Marcotulli
Robert J. Marcotulli, Secretary



