

AGREEMENT

Byram Township Board of Education

BOARD OF EDUCATION OF THE TOWNSHIP OF BYRAM

AND

BYRAM EDUCATION ASSOCIATION

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	1982-1983
	1983-1984

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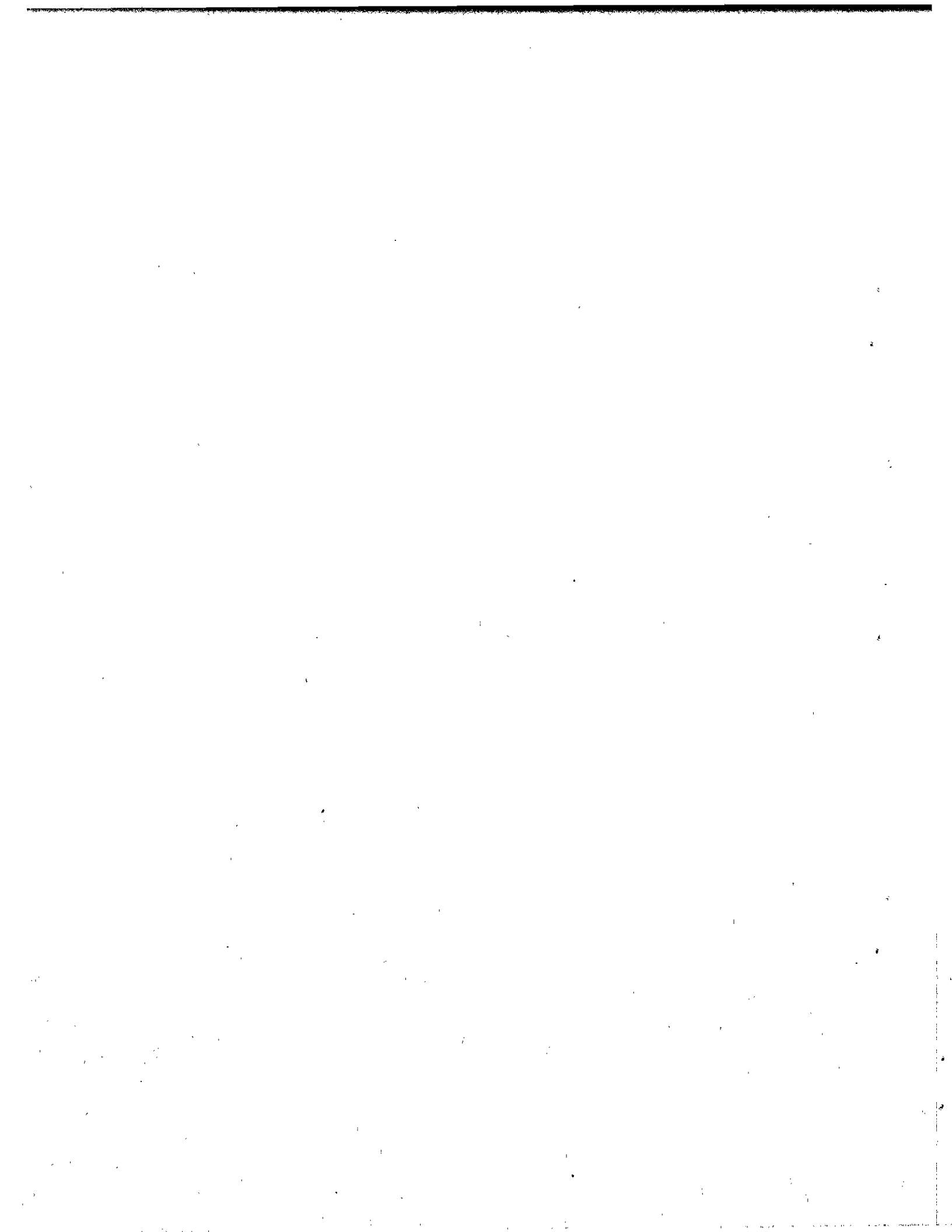
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THIS AGREEMENT, made the _____
between the BOARD OF EDUCATION OF THE TOWNSHIP OF BYRAM,
County of Sussex and State of New Jersey, hereinafter
referred to as the "BOARD" and BYRAM EDUCATION ASSOCIATION,
of the Township of Byram County of Sussex and State of
New Jersey, hereinafter referred to as the "ASSOCIATION"
and/or "BEA".

WITNESSETH:

It is stipulated and agreed between the parties hereto that
this Agreement as hereinafter set forth on pages 2 through 37
inclusive, contains the complete understanding of the parties
and no verbal representations prior to or after the execution
hereof shall be of any force and legal affect.

This Agreement shall inure to the benefit of the parties
hereto, its heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their
hands and seals, or caused these present to be signed by
their proper corporate officers and caused their proper
corporate seal to be affixed, the date and year first above
mentioned.

BYRAM TOWNSHIP BOARD OF EDUCATION

ATTEST:

By: _____
Kevin Arcuri, President

Ruth Heymann,
Secretary of the Board of Education

BYRAM EDUCATION ASSOCIATION

ATTEST:

By: _____
President

Secretary of the Byram
Education Association



RECOGNITION

- (A) The Board of Education hereby recognizes the Byram Education Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all teachers under contract to the Board.
- (B) The Child Study Team members shall be considered part of the bargaining unit.
- (C) "BEA" shall exclude the following;
- Superintendent
 - Assistant Superintendent
 - Business Administrator/Board Secretary
 - Principals
 - Assistant Principals
 - Vice Principals
 - Child Study Team Administrator
 - Substitute Teachers
 - Temporary Personnel
 - "Non-Teaching" Supervisory Personnel
 - Secretaries
 - Teacher Aides
 - Custodians
 - Cafeteria Workers
 - Lunchroom Aides
- (D) Unless otherwise indicated, the term, "teacher", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit, and reference to male teachers shall include female teachers, and reference to female teachers shall include male teachers.

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties hereto agree to enter into collective negotiations for a successor Agreement in accordance with Chapter 123 Public Laws 1974 at which both parties shall submit their complete proposals.

Present Contract will remain in force until a new contract is signed.

Any agreement negotiated shall apply to all teachers in the recognized unit and shall be reduced to writing by the Board and the Association, but shall not be binding on the Board until it has adopted the same, and shall be signed by the Board and the BEA.

Successor agreement will be retroactive to beginning of school year.

B. Modification

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.

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the B.E.A. in response to reasonable requests from time to time all available information concerning the educational program and the financial resources of the District, including but not limited to: class size, number of specialists, annual financial reports and audits, register of certificated personnel, agendas and minutes of all Board meetings, Census data, individual and group teacher health insurance premiums and experience figures, names and addresses of all teachers, and such other information that shall assist the B.E.A. in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the B.E.A. to process a grievance or complaint. Upon request, the Board Secretary will furnish records needed by the BEA in order to represent their membership.

B. Use of School Building

A room will be made available for B.E.A. meetings, subject to Building Use Policy, as amended June 21, 1973.

GRIEVANCE PROCEDURE

A. Definition

1. A grievance is a claim by an employee that he/she has suffered harm by the interpretation, application or violation of policies, agreements, and administrative decisions affecting him/her.
2. A grievance to be considered under this procedure must be initiated in writing within thirty (30) calendar days from the time when the grievance occurred.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, 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.

C. Procedure

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision. The time limits may be extended, or contracted by mutual agreement in writing.
(b) It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

2. Any employee grievant who has a grievance shall discuss it first with his/her principal (or immediate superior or department head, if applicable), in an attempt to resolve the matter informally at that level. If, at the conclusion of the meeting, the matter remains unresolved, the grievant shall submit his/her grievance to the principal in writing within five (5) school days. The principal shall give his/her decision within five (5) school days after receipt of written grievance.

3. The employee grievant, no later than five (5) school days after receipt of the decision of his/her principal or other immediate superior,, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and should include:

(a) the nature of the grievance; (b) the nature and extent of the injury, loss or inconvenience; (c) the results of previous discussions; (d) his/her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days from the receipt of the appeal. The Superintendent shall communicate his/her decision in writing to the employee grievant, to the Association and to the principal or other immediate superior.

4. If the grievance is not resolved to the grievant's satisfaction, he/she, no later than five (5) school days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education within the scope of fifteen (15) school days. The Board or a committee thereof, shall review the grievance and shall hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within fifteen (15) school days of the hearing. The referred to hearing shall be held within

ten (10) school days after receipt of the appeal notice. During summer months, Monday through Friday will be considered school days.

5. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and he/she wishes review by a third party, and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding on the grievances concerning:

(a) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education, or

(b) A complaint of a non-tenure teacher which arises by reason of his/her not being re-employed; or

(c) A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure either is not possible or not required.

6. In the event the grievant is not satisfied with the decision of the Board of Education, he/she then may request a further hearing. The hearing shall be attended by one representative of the Association, one representative of the Board, and a third party. Selection of the third party shall be referred to PERC who shall follow the same procedure as when selecting a fact finder. The grievant may or may not elect to be at the hearing. The representatives' findings and/or recommendations shall not be binding on the Board but solely for the purpose of providing a basis of settlement.

7. Any aggrieved person may be represented at all stages of the

grievance procedure by himself/herself and by the Association or by a representative selected or approved by the Association.

8. The costs for the services of the third party, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, if any, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

9. In presenting his/her grievances, the member of the staff and/or Association representatives shall be assured freedom from prejudicial action in presenting or processing his/her appeal.

10. During the term of this agreement the Board of Education agrees to follow applicable law whether statute, decisional or administrative with regard to the right of the Association to file a grievance.

PERSONAL AND ACADEMIC FREEDOM

- (A) The Board and the BEA agree that academic freedom is essential to the fulfillment of the purpose of the Byram Township School District and the Board will agree and follow the law with respect to the protection of teachers' rights.
- (B) Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

TEACHERS RIGHTS

(A) Rights and Protection in Representation

Both bodies will comply with laws governing them such as Chapter 123, Public Laws 1974 and Title 18A.

- (B) The Board shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the B.E.A. and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

(C) Statutory Savings Clause

Nothing herein contained shall be construed to deny or restrict to any teacher such rights as he/she may have under any federal, state or other applicable laws and regulations.

(D) Criticisms of Teachers

Any question or criticism regarding the performance of any member of a teacher and his/her supervisor shall be handled in confidence and not in the presence of other teachers at public gatherings. Criticisms by teachers regarding their supervisors shall be processed in confidence through the principal, superintendent, Superintendent, and/or Board of Education.

CURRICULUM

I CURRICULUM DEVELOPMENT

Teachers shall participate in the development and writing of courses of study and curriculum guides. In order to provide the most efficient coordination of this program, early dismissals and/or substitutes will be provided when deemed necessary by the Superintendent.

The Board of Education will provide released time for improvement of the educational program on an as needed basis to be determined by the Board of Education upon recommendation of the Superintendent for the 1981/82, 1982/83 and 1983/84 school years.

II. TEXTBOOKS AND SUPPLIES

It is the responsibility of the Board to select textbooks and related materials, and decide upon the curriculum. The Superintendent will be the official officer of the Board in this regard. However;

- A. Teachers directly concerned will participate in the selection and/or deletion of Basal Texts when adoption of new texts is contemplated.
- B. Teachers will participate in the selection of printed instructional material and/or AV equipment.

III.

The Byram Township Schools are committed to equal educational opportunities for all Students regardless of sex, race, color, creed, religion, national origin, ancestry and social economic status.

WORKING CONDITIONS

I. TEACHER WORK YEAR

- A. The school calendar shall be established by the Board of Education after consulting with the BEA, and shall follow the County Calendar when established, except when the Board deems otherwise.
- B. The Teacher work year shall consist of 181 days. One day to be a teacher orientation day, except for new teachers who shall be required to attend another orientation day which shall be in addition to the 181 days of the teacher work year. In the event of emergencies, the Board of Education reserves the right to add such additional days to the teacher work year which shall be necessary to accommodate such emergencies. If designated snow days are exceeded, the additional days will be reinstated at the discretion of the Superintendent and the Board of Education. Under the direction of the Superintendent, a committee of the present staff shall be called upon to participate in the development and implementation of this program. All teachers report on the second day.
- C. Each teacher will fully comply with the school closing procedures within five (5) school days of the official closing of school. In the event of illness a Doctor's Certificate will be required to extend compliance with the above. Teachers will sign out and receive paychecks in the school where they are based.
- D. School dismissal at 1:00 p.m. on days preceding Thanksgiving, Christmas, Easter and the last two days prior to Summer Vacation.

- E. The intra-school year calendar shall be separate and apart from the above-mentioned school calendar. Prior to the establishment of an intra-school calendar, the administration shall consult with BEA representatives to establish the dates of events, such as parent-teacher conferences, Open House, science and/or art fairs, report card marking period dates, and any other events which may be pertinent to the school district. Dates of all events preceding Christmas vacation shall be established prior to the opening of school and dates of all events following Christmas vacation shall be established by January 1.
- F. At least two (2) half-days and two (2) evenings shall be allotted for parent conferences. Any conference not scheduled during these times will be made up within a two week period of time. Such conferences will take place in the Fall and Spring of each school year. Scheduling of conferences will be a managerial prerogative and non-negotiable. There will be a 1:00 p.m. dismissal on all parent conference days, including those days on which conferences are scheduled for the evening.

II. TEACHING HOURS AND TEACHING LOAD

- A. Teachers shall indicate their presence for duty by signing the appropriate column of the faculty "Sign In" and "Sign Out" roster. A Teacher's workday commences at 8:40 a.m. and culminates at 3:40 p.m. exclusive of administrative meetings, workshops and contractual and emergency half-day. Teachers who are late arriving at school more than three times during the course of the school year, without prior permission, or leave early, without prior permission, more

than three times during the school year, having been appropriately notified after each lateness, shall have their salary reduced for that pay period in the following manner:

4th. - 6th. time - a \$5.00 fine @ time late.

7th. time on - \$25.00 fine @ time late.

- B. Teachers shall have a duty-free lunch period of 45 minutes. Except when inclement weather, ground conditions and/or emergencies exist necessitating a schedule change, recess time shall be included as part of the lunch period.
- C. Each teacher shall have a minimum of one duty free preparation period of forty (40) minutes commencing after the start of the first instructional period of the day. In order to assure one duty free preparation period of forty (40) minutes commencing after the start of the first instructional period of the day, the only staff and scheduling constraints are the scheduling of Reading in the A.M. for Grades 1-5 and assuring existing team teaching time for 8th. Grade Language Arts and Social Studies.
- D. Substitutes shall be hired for all classroom teachers and specialists.
- E. Notice of after school meetings shall be given to the teachers involved at least two (2) working days prior to the meeting, except when deemed an emergency by the Administration, with notification to the BEA President.
- F. No regular employee will be asked to take the place of a substitute. If such a condition becomes necessary, a regular teacher serving as a substitute will be compensated at the rate of \$8.00 per hour.

- G. Teachers may leave the building without requesting permission during the scheduled duty-free lunch period, provided that they notify someone in the school office.
- H. Teachers will be represented in the scheduling procedures (1 Intermediate, 1 Consolidated, 1 Special and 1 Departmental) and their pertinent information will be considered in making new schedules.

III. SPECIALISTS

The Board and the BEA recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program. Every effort shall be made to maintain the present number of specialists, and to increase the number when the Superintendent deems it necessary with the approval of the Board. Special Classroom teachers shall coordinate all activities with general teachers in order to achieve a well-balanced curriculum. The Byram Township Board of Education will provide a four drawer locking file cabinet to be available for use by special subject teachers who travel between buildings so as to hold articles of a personal nature which are carried daily between buildings. The responsibility for the contents of the filing cabinet rests solely with the holders of the keys to the cabinet.

Y. TEACHER ASSIGNMENT

- A. All teachers shall be given written notice by June 1 of the current school year of their salary schedules, class and/or subject assignments, and room assignments for the forthcoming year. The number of classes a teacher will be asked to teach will be furnished by June 30.
- B. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assign-

ments are made after issuance of schedules referred to in A., any teacher affected shall be notified in writing prior to August 15.

- C. Teachers who may be assigned to more than one school per day shall be reimbursed for all travel at the rate of twenty-three (\$.23) cents per mile for all driving done between base school and return to base school.
- D. Tentative schedules for departmental and special classes and master schedules for all other teachers shall be made available to each teacher by August 15.

V. TRANSFERS AND REASSIGNMENTS

- A. (1) Within two (2) weeks after the issuance of contracts, the Superintendent may post in all school buildings, a list of the known vacancies which shall occur during the following year.

(2) Teachers who desire a change in grade and/or subject assignments or who desire a transfer to another building may file a written statement of such desire with the Superintendent not later than three (3) weeks after issuance of contracts.
- B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system, but such determination shall not be subject to the grievance procedure beyond the Board level.
- C. In the event that a teacher objects to a transfer or reassignment, upon request of the teacher, the Superintendent shall meet with him/her to discuss the assignment.

- D. No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified and available volunteer to fill said position. The Superintendent shall determine said qualifications. This shall not be subject to the grievance procedure (except if teacher alleges undue hardship).
- E. Notice of involuntary transfer or reassignment shall be given at the time contracts are issued, except in cases of emergency.
- F. Teachers shall not teach in areas in which they are not certified.
- G. As soon as practicable, and no later than June 15, the Superintendent shall send to each teacher a list of names of all teachers who have been reassigned or transferred.

VI. CLASS SIZE

The Superintendent will arrange to consult with representatives of the teaching staff to regularly review class size, so that he/she may keep the Board informed as to the status of pupil to teacher ratio in all classes in our schools. The Board will consider the recommendations of the Superintendent as to appropriate measures which should be taken when class size is deemed, by him/her, unmanageable. Any decision by the Board in this regard shall not be subject to the grievance procedure beyond the Board level.

VII TEACHER AIDES

- A. The duties of teacher aides shall be confined solely and exclusively to such duties as would assist professional personnel in the performance of their respective duties.
- B. Teacher Aides - Volunteer (only) classroom aides will be screened-approved by the teachers with whom they will be working.

- C. The opinion of the teachers will be given consideration in hiring of aides for the classroom.

VIII. SUMMER SCHOOL, HOME TEACHING, FEDERAL PROGRAM

All openings for positions in summer school, home teaching, federal projects, and other such programs shall be posted at least one month in advance, or as soon as the position becomes available, by the Superintendent. In filling such positions, consideration shall be given to a teacher's areas of competence, and length of service in the School District.

IX. TEACHER FACILITIES

- A. Each school shall have an appropriately furnished room which shall be reserved for the use of teachers as a faculty lounge.
- B. Teachers who work in more than one building shall be assigned an appropriate work area and facilities in each building in which they work.
- C. Space shall be available for each teacher within each instructional area in which he/she teaches to store his/her instructional materials and supplies.
- D. Each teacher shall have a serviceable desk and chair for his/her exclusive use.

X. TEACHER EVALUATION - 18A:27-10

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.
- B. A teacher shall be given a copy of any evaluation report prepared by his/her evaluators. No such report shall be

submitted to the Superintendent's office, placed in a teacher's file or otherwise acted upon without a conference with the teacher. As late as the following school day, the teacher may add his/her written comments to the Superintendent's file copy.

- C. On or before April 30 in each year, the Board shall give to each non-tenure teaching staff member continuously employed by it since the preceding September 30, either:
1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment, but with such increases in salary as may be required by law or policies of the Board of Education, or
 2. A written notice that such employment will not be offered.
- D. In the event the Board fails to give to any non-tenure teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered, all within the time and in the manner provided in Paragraph C. above, then the Board shall be deemed to have offered to that teaching staff member continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the Board of Education. If a non-tenure teacher desires to accept such employment, he or she shall notify the Board of Education of such acceptance in writing, on or before June 1, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance, the employment of said non-tenure teacher shall be terminated at the end of the current school year.

E. Any non-tenure teacher who receives a notice of non-employment may within fifteen (15) days thereafter, in writing, request a statement of reasons for such non-employment from the Board, which statement shall be given to the teacher in writing within thirty (30) days after receipt of such request.

F. APPEARANCE

Any non-tenure teacher who has received such notice of non-employment and statement of reasons shall be entitled to an appearance before the Board, provided a written request for an appearance is received in the office of the Secretary of the Board within five (5) days after receipt by the teacher of the statement of reasons. The determination of the Board shall be final.

G. BOARD DETERMINATION

The Board shall issue its written determination as to the employment or non-employment of said non-tenure teacher for the next succeeding school year within five (5) days after the completion of the hearing. Said proceedings shall be completed and the Board's determination presented to the teacher no later than May 31. The determination of the Board shall be final.

H. No material shall be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material and affix his/her signature. A copy of his/her evaluation reports shall be given to each teacher. The teacher may periodically review the contents of his/her personnel file with prior notice given to the Superintendent.

I. A teacher shall be advised of all telephone or written complaints from parents and other sources relative to his/her performance or activities when deemed necessary by the administrator or when such complaints may have bearing on the teacher's contract or employment status. Teachers shall have an opportunity to respond thereto.

J. WITHHOLDING INCREMENTS - 18A29-14

Any Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the Board of Education. It shall be the duty of the Board of Education, within ten (10) days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal from such action to the Commissioner under rules prescribed by him/her. The Commissioner shall consider such appeal and shall either affirm the action of the Board of Education or direct that the increment or increments be paid. The Commissioner may designate an Assistant Commissioner of Education to act for him/her in his/her place and with his/her powers on such appeals. It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjustment increment.

XI SICK LEAVE

A All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave shall be accumulated from year to year with no maximum limit.

- B. Teachers shall be given a written accounting of accumulated sick leave days no later than Sept. 15 of each school year and this will not be part of the end of year sign-out procedure.
- C. In case of sick leave claimed, the Board of Education may require a physician's certificate to be filed with the Superintendent in order to obtain credit for sick leave.
- D. Extended paid leave of absence may be granted to teachers who have exhausted accumulated sick leave through lengthy illness, at the sole discretion of the Board and in accordance with N.J.S.A. 18:A 30-6.
- E. When a non-tenured teacher is hired after the opening of the school year, the allowable sick leave and personal days shall be pro-rated.
- F. LEAVES OF ABSENCE WITHOUT PAY
Leaves of absence without pay may be granted by the Board when said absence is judged by the Superintendent to serve the best interests of the school system. The determination will be made by the Superintendent and his/her determination shall be final and non-grievable. Tenured teachers only shall be eligible for leaves granted under this clause.

XII. TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 1981-82 school year, teachers shall be entitled to the following non-accumulative temporary leaves of absence with full pay.
- 1) Annual allowance of not more than four (4) days leave of absence. The four can be drawn from the following categories, personal, business, household or family matters, marriage of employee or marriage in the immediate family or religious

holidays. Application to the teacher's principal for personal leave shall be made at least four (4) days before taking such leave, except in case of emergencies.

Leaves under this section may be taken consecutively, if necessary.

- a) Any unused days of the four regular personal days will be reimbursed at one-half the substitute pay.
- 2) Annual allowance of not more than five (5) working days due to death in the immediate family. Immediate family shall include spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, and any other member of the immediate household. Such days may be taken consecutively.
- 3) Annual allowance of not more than three (3) consecutive working days for serious illness in the immediate family.
- 4) Teachers shall be allowed the time necessary for appearances in any legal proceedings which have been brought against them for any act or omission arising out of and in the course of the performance of their duties but this does not include time off for legal proceedings resulting from charges brought to bear on staff member(s) by the Byram Township Board of Education.
- 5) No personal leave will be granted before or after a holiday except at the discretion of administrative review. As a general rule, no personal days will be allowed on the days immediately preceding or following a scheduled school vacation. The Superintendent may grant exceptions, but in all cases where exceptions are requested, the teachers shall be required to state reasons in writing for personal leave.

B. For part-time employees, item #2 shall be in full force.

Items #1 and #3 shall be allowed on a ratio of actual days of employment per week to five (5).

- C. During peacetime, an employee under this Agreement, who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve or State National Guard, shall be entitled to leave of absence from his/her respective duty without loss of pay or time on all days on which he/she shall be engaged in field training, provided however, that the leave of absence shall not exceed ninety (90) days in the aggregate in any one year; and further provided that the leave of absence of a non tenure teacher shall not extend beyond his/her current year of employment. Wherever possible, the employee will confine his/her field training to the summer months when school is in recess.

Upon return from military leave, a teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure.

D. LEAVE FOR MEDICAL REASONS ASSOCIATED WITH PREGNANCY AND BIRTH.

1. The Board shall not maintain or enforce any policy or practice for removal of any tenured and non-tenured teacher from her teaching duties that is based solely on the fact of pregnancy or a specific number of months of pregnancy, but shall consider and treat each teacher on an individual basis.

2. The Board may remove any pregnant teacher from her teaching duties on any one of the following bases:

a. Performance Her teaching performance has substantially declined from the time immediately prior to her pregnancy.

b. Physical Incapacity Her physical condition or capacity is such that her health would be impaired if she were to continue teaching, and which physical incapacity shall be deemed to exist only if:

(i) the pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or

(ii) the Board of Education's physician and the teacher's physician agree that she cannot continue teaching, or

(iii) following any difference of medical opinion between the Board's physician and the teacher's physician, the Board requests expert consultation in which case the Sussex County Medical Society shall appoint an impartial third physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.

3. The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant

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teachers on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1 et seq., and the rules, regulations, policy statements and collective negotiations agreements entered into by the Board except as otherwise provided herein.

4. Upon reasonable notice, any tenured or non-tenured teacher seeking a leave of absence on the basis of medical and/or related reasons associated with pregnancy or birth shall apply to the Board for said leave at any time prior to birth. At the time of application, which shall be made upon reasonable notice to the Board, the teacher shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board may require any teacher to produce a certificate from a physician in support of a medically requested leave date. Such physician's certificate shall specifically attest to the teacher's condition as "disabling" for any period prior to the beginning of the ninth month of pregnancy or after a period of 6 weeks following the birth of the child, but a less specific certificate of birth expectancy shall suffice in the two month interim. If the Board's physician is in disagreement, the conflict of medical opinion shall be resolved as set out in paragraph 2b (iii) above. Where medical opinion is supportive of the leave dates requested, such requested leave shall be granted by the Board, except that the Board may change the requested dates upon a finding that the grant of a leave for those dates would substantially interfere with the administration of the school and provided that such date change by the Board is not medically contra-

indicated. Following the grant of such leave to any teacher, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time except that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school, and provided that such date change by the Board is not medically contra-indicated. The Board may require any teacher to produce a certificate from the physician in support of the extension or reduction of requested leave dates provided that if the Board's physician is in disagreement, the conflict of medical opinion shall be resolved as set out in paragraph 2b (iii) above.

5. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained. A teacher returning from pregnancy leave of absence shall be entitled to all benefits to which teachers returning from other types of sick or disability leave would be entitled.

6. No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as is provided herein. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any teacher after birth of her child to produce a certificate from her physician showing that she is physically capable of

resuming her duties. (If a teacher wishes to return to work prior to one month from the birth of her child, she must submit a physician's certificate specifically attesting that she is physically capable of resuming her duties). If the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph 2b (iii) above.

7. Nothing hereinabove set forth shall be construed to require the Board to grant tenure to any non-tenured teacher who would not have been granted tenure in the absence of the provisions hereinabove set forth, or to offer a new contract for a new school year to any non-tenured teacher who would not have been offered such a contract in the absence of the provisions hereinabove set forth.

E. ADOPTION AND CHILD-REARING LEAVE

1. Any teacher who is the parent of an infant child, or who adopts an infant child, may apply for an unpaid leave of absence, which shall not extend beyond the end of the semester in which leave commences and the next three consecutive semesters. No teacher on such leave shall be denied the opportunity to substitute in the Byram School District in the area of his or her certification or competence.

2. Any teacher who is granted such leave shall receive credit for one full year on the salary guide if he or she has taught ninety-one (91) school days or more in any school year in which the leave is taken.

3. The following definitions shall apply to this section:

a. "Infant child" - a child who will be less than four

years old when the leave commences.

b. "Semester" - the school year shall consist of two semesters, September 1 through January 31, and February 1 through June 30.

- F. Professional days, which may be in succession (i.e. professional workshops), may be available upon written request to the Superintendent. Approval in advance must be sought. The teacher shall be notified of the decision within five (5) days of his/her request and if approval is not granted, a written statement giving reasons shall accompany the refusal. Those who have been granted professional days must bring a written report to the Superintendent for filing and Board approval. Denial of professional days will not be subject to the grievance procedure beyond the Board level.
- G. Any member of the professional staff who is absent from his/her assigned duties for any other reason than provided by Board policy or under State Statute, will have a deduction made against his/her salary at the rate of 1/180th. of the annual salary for each day of absence whether or not a substitute is employed.

XIII. CLASSROOM FACILITIES

Every attempt shall be made to provide necessary instructional materials and/or facilities to allow for a proper educational program to be carried on by the classroom teacher.

Teachers shall perform daily housekeeping assignments, such as cleaning up after activities, arranging bookshelves and routine activities to keep teaching stations neat and attractive. Teachers will not be required to move their own supplies, books, etc., when moving from one teaching station to another.

XIV. SABBATICAL LEAVES

A. PURPOSE

A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, for travel or for other reasons of value to the school system.

B. CONDITIONS

Sabbatical leave may be granted subject to the following conditions:

1. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed upon by the B.E.A. and the Superintendent, no later than January 1, and action must be taken on all such requests no later than February 1 of the school year preceding the school year for which the sabbatical leave is requested and requests will be granted at the discretion of the Superintendent and the Board of Education.

2. Minimum Time to Qualify

The teacher has completed at least five (5) years of service in the Byram Township School District. Sabbatical leave will be taken without pay. A detailed report of Sabbatical must be submitted to the Superintendent and the Board of Education before additional increment will be granted. Upon return to the District and satisfactory completion of the sabbatical year as determined by the Board of Education, a teacher will be granted one year's experience on the salary guide.

XV. MISCELLANEOUS PROVISIONS

A. This contract shall be in force from July 1, 1981 to June 30, 1984 and copies of this Agreement shall be reproduced

at the expense of the Board within thirty (30) days after the Agreement is signed, and made available to all teachers now employed or hereafter employed.

- B. This contract constitutes B.E.A. and Board Agreement for the items contained herein for the terms of said Contract, and the Board and the B.E.A. shall carry out the commitments contained herein and give them full force and effect.
- C. Membership in and/or attendance at P.T.A. meetings is to be considered a personal choice by the teacher. In the interest of school public relations, all teachers shall attend the Open House which is held in conjunction with the P.T.A. A document shall be supplied by the Superintendent for all teachers who must cut a class with a one day prior request.
- D. Supplemental Teachers shall be placed on the ~~appropriate~~ salary guide.
- E. Hourly Rate Schedule

	<u>1981-82</u>	<u>1982-83</u>
Summer School	8.00	9.00
Bedside Instruction	8.00	8.50

- F. The following salary guides will be effective from July 1, 1981 to June 30, 1983.

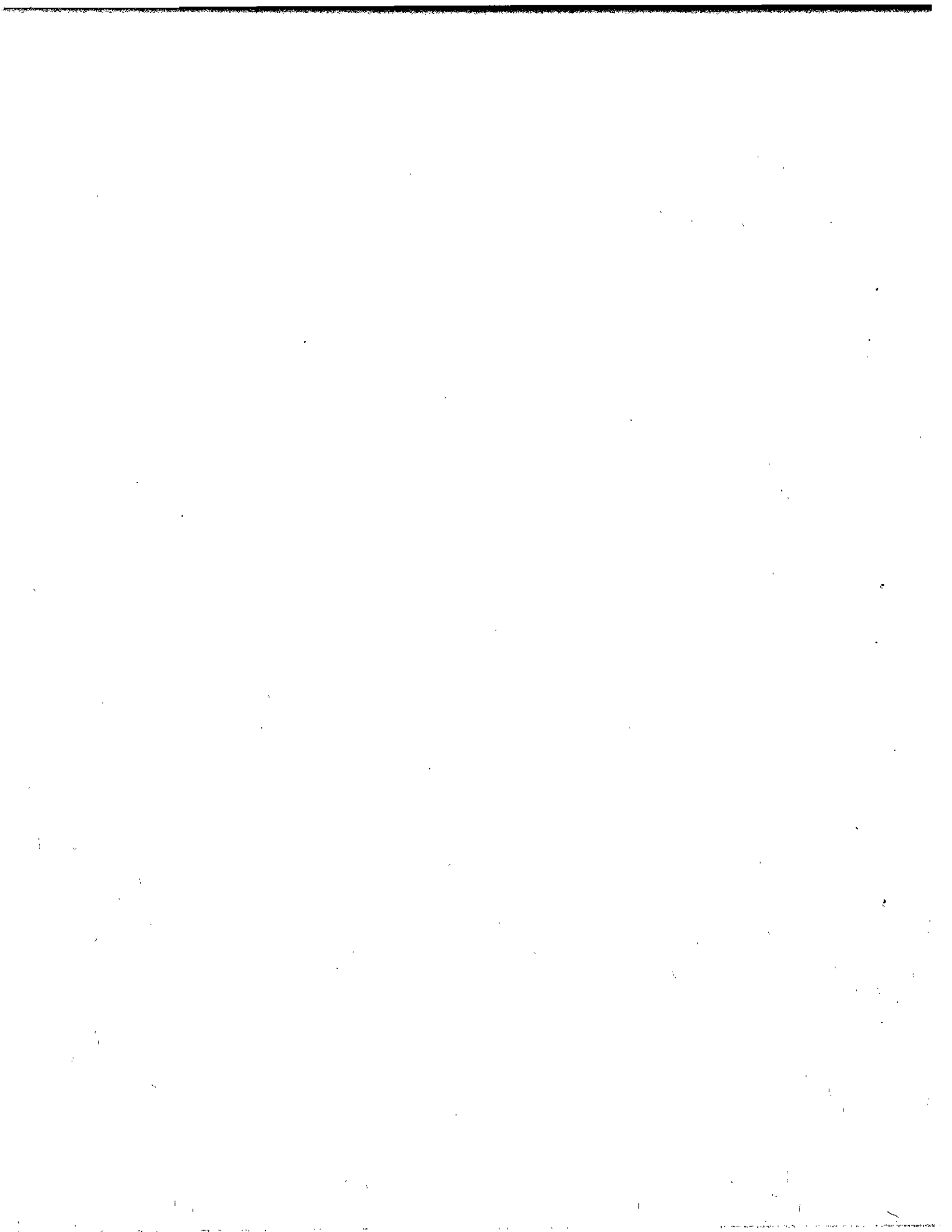


BYRAM TOWNSHIP BOARD OF EDUCATION
SALARY GUIDE 1981/82

<u>STEP</u>	<u>B.A. - B.S.</u>	<u>B.A. +15</u>	<u>B.A. +30</u>	<u>M.A.</u>	<u>M.A. +15</u>	<u>M.A. +30</u>
1	11,013	11,386	11,861	12,338	12,814	13,406
2	11,584	11,944	12,419	12,896	13,372	13,964
3	12,153	12,514	12,989	13,465	13,941	14,534
4	12,757	13,117	13,593	14,070	14,545	15,137
5	13,406	13,754	14,230	14,706	15,181	15,773
6	14,055	14,416	14,891	15,367	15,844	16,436
7	14,706	15,066	15,553	16,018	16,493	17,085
8	15,367	15,715	16,192	16,668	17,143	17,747
9	16,018	16,378	16,853	17,329	17,805	18,397
10	16,667	17,027	17,504	17,968	18,455	19,023
11	17,328	17,689	18,165	18,641	19,106	19,650
12	17,967	18,258	18,733	19,210	19,666	20,276
13	18,594	18,954	19,430	19,906	20,382	20,973
14	19,314	19,662	20,138	20,614	21,090	21,693
15	20,022	20,382	20,858	21,334	21,809	22,402

All teachers beyond the 15th step will receive 9.5% above their 1980/81 salary.

An Affirmative Action/
Equal Opportunity Employer

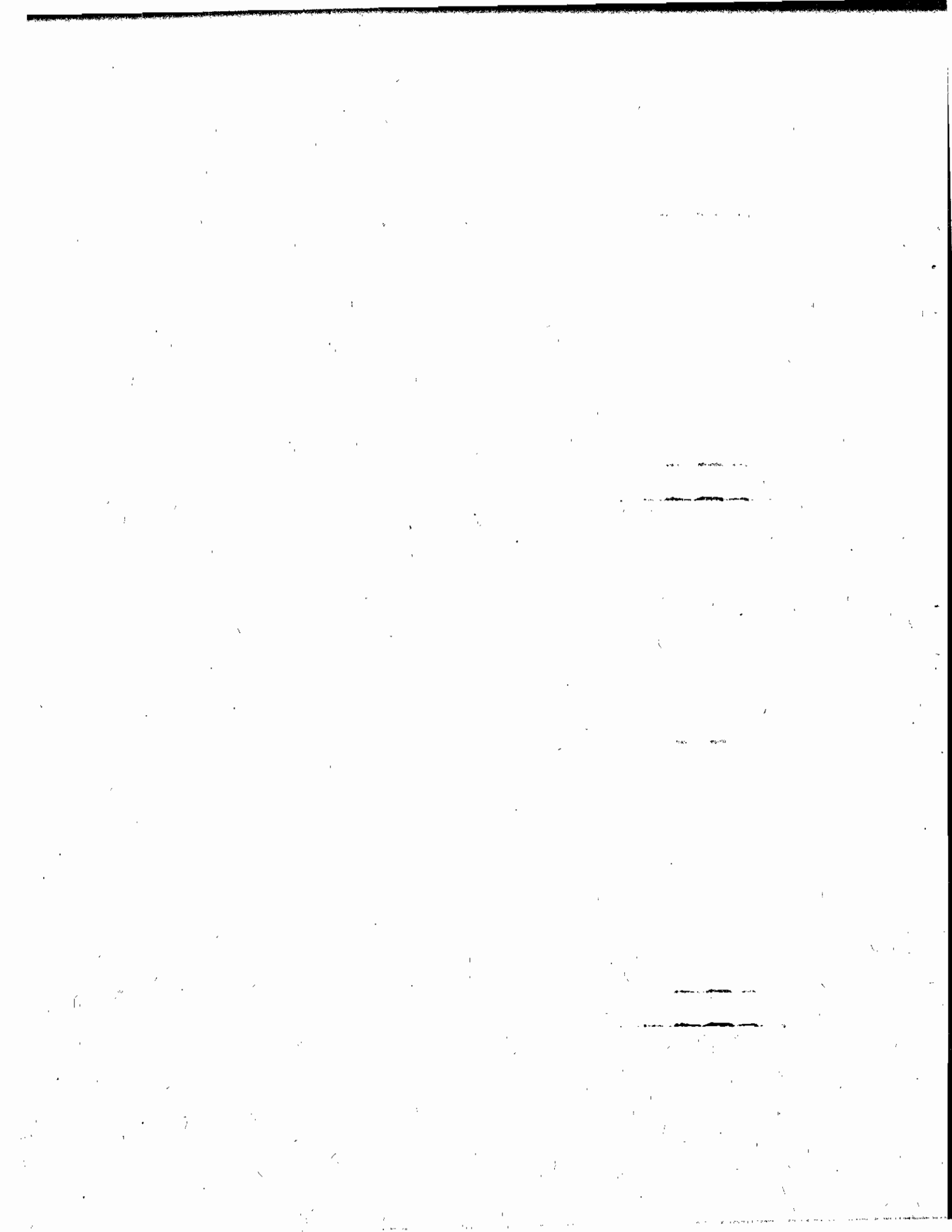


BYRAM TOWNSHIP BOARD OF EDUCATION
1982/83 Teacher Salary Guide

<u>STEP</u>	<u>B.A. - B.S.</u>	<u>B.A. +15</u>	<u>B.A. +30</u>	<u>M. A.</u>	<u>M.A. +15</u>	<u>M.A. +30</u>
1	11,506	11,915	12,435	12,957	13,478	14,127
2	12,065	12,474	12,994	13,516	14,037	14,686
3	12,690	13,085	13,605	14,127	14,648	15,297
4	13,314	13,718	14,229	14,750	15,271	15,921
5	13,975	14,369	14,890	15,413	15,933	16,581
6	14,686	15,067	15,588	16,109	16,629	17,277
7	15,396	15,792	16,312	16,833	17,355	18,003
8	16,109	16,503	17,037	17,546	18,066	18,708
9	16,833	17,214	17,736	18,257	18,778	19,439
10	17,546	17,940	18,460	18,981	19,502	20,151
11	18,256	18,651	19,173	19,681	20,214	20,836
12	18,980	19,375	19,897	20,418	20,927	21,523
13	19,680	19,999	20,519	21,041	21,562	22,208
14	20,366	20,761	21,282	21,803	22,324	22,971
15	21,155	21,536	22,057	22,578	23,000	23,760

All Teachers beyond the 15th. step will receive 9.5% above their 1981/82 salary.

An Affirmative Action/Equal Opportunity Employer



NOTES

1. All salary checks will be received by all teachers on the 15th. and the last day of each month (including September). When the 15th. and/or the last day falls on the weekend or holiday, salary checks will be issued on the last day preceding the weekend or holiday.
2. Teachers may individually elect to have ten, fifteen or twenty percent of their monthly salary deducted from their pay checks. This percentage shall be forwarded to Tri-Co. Federal Credit Union.
3. In order to be placed on the alternate horizontal guides, teachers shall have satisfactorily completed a program of Graduate Course work in Education approved by the Superintendent. In order to be placed at the Masters Degree level of the guide, a Masters Degree is required. To be placed on the alternate horizontal guides, the above courses must have been completed prior to September 1 and/or January 31, of the contract year. Appropriate Graduate Course approval forms are to be secured in the Office of the Superintendent and filed prior to course registration. Graduate credits received before award of Master's degree and not applied to Master's degree cannot be applied to movement on the guide unless taken while employed in Byram Township Schools.
4. The employees share of the State Health Benefit Insurance Program, which includes Major Medical Coverage, will be paid for by the Board. As of July 1974, the Board will pay 100% coverage for dependents.
5. Professional courses will have a tuition only reimbursement as follows:

Tenured Teachers - \$265.00 per school year with no credit hour limit.

Non-Tenured Teachers - \$50.00 per credit up to a maximum of
\$265.00 per school year.

All courses submitted for yearly reimbursement must have the prior approval of the Superintendent and specifically improve the teacher's area of instructional expertise. Such courses may be applied toward horizontal movement on the salary guide. Appropriate Graduate Course approval forms are to be secured in the office of the Superintendent and filed prior to course registration. In order to be reimbursed it will be necessary to submit a receipt from the college showing the tuition cost with a completed and signed voucher together with a receipt of the grade given for the course.

For horizontal movement on the guide, an official transcript will be required.

The teacher must have a contract with the Board which is in full force and effect at the time of reimbursement. Nor shall there be any letter of resignation on file at the time.

6. Effective July 1, 1979, a Dental Plan through Connecticut General Insurance Co. will be provided to all employees and their dependents. The cost will be absorbed by the Byram Township Board of Education. Cost increases in the plan are to be divided between the Board and BEA in a 60%/40% ratio respectively.
7. The following are the salary schedules for extra curricular activities, attached herewith, for the school years 1981/82 and 1982/83. Any new personnel will start at the first year.
8. Letters shall be issued for these positions within two (2) weeks after appointments are made. Said letters shall state all duties and responsibilities.

9. A list of extra curricular activities for which letters are issued shall be made known on the opening day of school. Any teacher desiring one of these positions may apply in writing to the Superintendent. Selections will be based on qualifications of each applicant. Appointees will be notified by written statement within one week of their application. A list of appointments will also be made known at that time.
10. Upon being placed on tenure, teachers will receive additional \$100.00 annually. This item shall not be applicable to members of the professional staff whose employment commences on September 1, 1973 or thereafter.
11. Determination of guide placement for newly hired experienced teachers will be made upon recommendation by the Superintendent and the formal approval by the Board of Education, but in no case will placement be above the 6th. step. Any teacher who is hired for their first year in Byram on a step that does not reflect their previous public school teaching experience, shall be placed on the correct step of the guide in the following school year.
12. Cooperating teachers will be reimbursed up to \$225.00 for their assistance with student teachers. In the event the college pays the fee of \$225.00, the Board would not provide the reimbursement. However, if the fee is less than \$225.00, the Board would make up the difference not to exceed \$225.00.
13. In addition to the above, anything to the contrary, notwithstanding, the Board shall reserve its rights under all laws.
14. Extra curricular and tutorial pay shall be given in a separate check.
15. Non-BEA members will be charged 50% of unified dues for services provided by the negotiating team.

BYRAM TOWNSHIP
BOARD OF EDUCATION

Salary Schedule for
Extra Curricular Activities

1981/82

<u>ACTIVITY</u>	<u>FIRST</u>	<u>SECOND</u>	<u>THIRD</u>
Wrestling	\$478.00	\$528.00	\$577.00
Soccer	478.00	528.00	577.00
Boys Basketball	478.00	528.00	577.00
Girls Basketball	478.00	528.00	577.00
Girls Intra Mural	308.00	341.00	379.00
Boys Intra Mural	308.00	341.00	379.00
Audio-Visual (2)	308.00	341.00	379.00
8th. Grade Advisor	495.00	536.00	576.00
Safety Patrol	170.00	187.00	209.00
Track (2)	478.00	528.00	577.00
Cheerleading	478.00	528.00	577.00

The extra-curricular athletic programs offered in Byram Township Schools are open to all children, should they wish to participate in any given activity. Sufficient activities exist so that the program does not deny opportunity to any student regardless of sex.

In those areas where separate teams for the two sexes in one or more sports and/or single teams exist, competition is open to members of both sexes, with equal opportunity for both sexes to participate in sports at comparable levels of difficulty and competency provided.

BYRAM TOWNSHIP
BOARD OF EDUCATION

Salary Schedule for
Extra Curricular Activities

1982/83

<u>ACTIVITY</u>	<u>FIRST</u>	<u>SECOND</u>	<u>THIRD</u>
Wrestling	\$523.00	\$578.00	\$632.00
Soccer	523.00	578.00	632.00
Boys Basketball	523.00	578.00	632.00
Girls Basketball	523.00	578.00	632.00
Girls Intra Mural	337.00	373.00	415.00
Boys Intra Mural	337.00	373.00	415.00
Audio-Visual (2)	337.00	373.00	415.00
8th. Grade Advisor	542.00	587.00	631.00
Safety Patrol	186.00	205.00	229.00
Track (2)	523.00	578.00	632.00
Cheerleading	523.00	578.00	632.00

The extra-curricular athletic programs offered in Byram Township Schools are open to all children, should they wish to participate in any given activity. Sufficient activities, exist so that the program does not deny opportunities to any student regardless of sex.

In those areas where separate teams for the two sexes in one or more sports and/or single teams exist, competition is open to members of both sexes, with equal opportunity for both sexes to participate in sports at comparable levels of difficulty and competency provided.

