

12227

AGREEMENT

BOARD OF EDUCATION OF THE TOWNSHIP OF BYRAM

AND

BYRAM EDUCATION ASSOCIATION

1993-94

1994-95

1995-96

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THIS AGREEMENT, made the 20th day of October, 1993, 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 the BYRAM EDUCATION ASSOCIATION, of the Township of Byram, County of Sussex, 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 39 inclusive, contains the complete understanding of the parties and no verbal representations prior to or after execution hereof shall be of any force and legal effect.

This agreement shall inure to the benefits 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: Janet N. Peters
President

Sandra J. Hultman
Secretary

BYRAM EDUCATION ASSOCIATION

ATTEST:

By: Maria Kovacs
President

Anita Salen
Secretary

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. For the purposes of this contract "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 the collective negotiations for a successor Agreement in accordance with Chapter 123 Public Laws 1974 at which time both parties shall submit their complete proposals.

The present contract will remain in force until a new contract is signed.

Any agreement negotiated shall not be binding on the Board until it has been adopted by same and shall be signed by the Board and the BEA.

The successor agreement shall be retroactive to the beginning of the 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 BEA in response to reasonable requests from time to time all available information that is in the public domain which is necessary for the Association to prepare for negotiations and/or process grievances, including but not limited to class size, number of specialists, annual financial budgets and audits, agendas and minutes of all Board meetings, individual and group health insurance premiums and experience figures, and names and addresses of all teachers.

B. Use of School Building

A room will be made available for BEA meetings, subject to Building Use Policy, as amended June 1, 1982.

- C. The Bea will be permitted access to the copy machine twice a week from 3:30 to 4:00 p.m., days to be determined by the BEA, and shall be accountable to the Board for the use of the machine. In case of emergency, the Board Office will make every effort to accommodate the BEA. Likewise, in cases of emergency requiring administrative use of the copy machine when the BEA is scheduled to use it, the administration will reschedule a time for the BEA as soon as possible.

GRIEVANCE PROCEDURE

A. Definition

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.

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

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 a 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 the 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; (e) what clause in the contract, administrative decisions

or board policy is being grieved; (f) what remedy is being sought. 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 twenty (20) 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 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. The Board shall notify the Association of compliance or non-compliance with an arbitrator's award within thirty (30) days of receipt by the Board Secretary of the award. In the event the Board fails to notify the Association within thirty (30) days, the Board shall be responsible for 100% of the arbitrator's costs.
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, subsistent 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 FREEDOM

- A. 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.

TEACHER RIGHTS

- A. Rights and Protection in Representation

Both parties shall abide by federal and New Jersey State laws, including Title 18:A and Chapter 123. Attached to this contract, for reference, is a list of quoted statutes for informational purposes.

- B. Criticism of Teachers

Any question or criticism by a supervisor, administrator, or board member of a teacher and his/her instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings. Criticism by teachers of administration and/or Board shall be processed in confidence through the Vice Principal and/or Principal, Superintendent, and/or Board of Education.

CURRICULUM

A. 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 1993-94, 1994-95, and 1995-96 school years.

B. Textbooks and Supplies

It is 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,

1. Teachers directly concerned will participate in the selection and/or deletion of basal texts when adoption of new texts is contemplated.
2. Teachers will participate in the selection of printed instructional material and/or AV equipment.

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 shall 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, not to exceed a total of 181 days, to the teacher work year which shall be necessary to accommodate such emergencies. If designated emergency school closing days are exceeded, the additional days will be reinstated at the discretion of the Superintendent and the Board of Education.
- 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 will be at 1:00 p.m. on days preceding Thanksgiving, Christmas and the last two days prior to summer vacation. On these days, teachers shall receive a thirty (30) minute duty-free lunch.
- E. The intra-school 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 various events involving teacher participation. Dates of events preceding Christmas vacation shall be established by the end of the second full week of school in September, and after Christmas vacation, by the end of the second full week of school in January.

- F. At least six half days shall be allotted for parent conferences. In the fall, this will constitute one afternoon and two evening conferences. In the spring, this will constitute two afternoon and one evening conferences. Any conference not scheduled during these times will be made up within a two week period of time. 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 closings.
- B. Teachers shall have a duty-free lunch period of forty-five (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 Grade 1-5 and assuring existing team teaching time for the 8th Grade Language Arts and Social Studies.

- D. Notice of after school meetings shall be given to the teachers involved two (2) working days prior to the meetings when possible, except when deemed an emergency by the Administration, with notification to the BEA president.
- E. A regular teacher serving as a substitute will be compensated at the rate of \$12.00 per hour for all three (3) years.
- F. Teachers may leave the building without requesting permission during the scheduled duty-free lunch period, provided they notify their immediate supervisor if available or, if not available, his or her secretary.
- G. 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. 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 assignments are made after issuance of schedules referred to above, 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 cents (\$.23) 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.

IV. 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 the 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.
- E. Notice of involuntary transfer or reassignment shall be given at the time contracts are issued, except in cases of emergency.

Teachers shall not teach in areas in which they are not certified.

V. 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. Final determinations in assignments to such positions rest with the Board and the Administration.

VI. 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. 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.
- C. Space shall be available for each teacher within each instructional area in which he/she teaches to store his/her instruction materials and supplies.
- D. Each teacher shall have a serviceable desk and chair for his/her exclusive use.

VII. 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 an 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 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 that 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 the paragraph 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, 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 year.

E. Any non-tenure teacher who receives a notice on non-employment may within fifteen (15) days thereafter, in writing, request a statement of reasons for such nonemployment 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 nonemployment 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 three (3) days after the completion of the informal 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

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 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 such denied increment in any future year as an adjustment increment.

VIII. 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 September 15 of each school year and this will not be part of the end of the year sign-out procedure.
- C. In the 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. 18A: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 prorated.
- F. Effective July 1, 1993, payment for unused sick leave shall be made by the Board to employees under the following conditions:
 - 1. Payment is available only upon retirement (including vesting).
 - 2. Employees must have served fifteen (15) years in the Byram Township School District.
 - 3. Sick days can accumulate to one hundred seventy (170) with payment of twenty-five dollars (\$25) each upon retirement as the contract stipulates.
 - 4. Notice shall be provided to the District by the employee of his/her intent to retire by December 1 of their last year of employment, in order to be eligible for payment on the following July 1st. If notice is provided after December 1st, the payment will be made on July 1st of the year after the year of retirement.

IX. TEMPORARY LEAVE OF ABSENCE

- A. As of the beginning of the 1993-94 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, house-

hold or family matters, marriage of employee or marriage of 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 the case of emergencies.

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

A maximum of two (2) unused personal days per year can be converted to unused sick leave with any remaining unused personal days to 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. 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. 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 at least seven (7) working days in advance for personal leave except in cases of emergency.

- 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 peace time, 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 to 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 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 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 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 six (6) weeks following the birth of the child, but a less specific certificate of birth expectancy shall suffice in the two (2) month interim. If the Board's physician is in disagreement, the conflict of medical opinion shall be resolved as set out in paragraph 2.b. (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 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 contraindicated. 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 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 contraindicated. 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 2.b. (iii).

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 the 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 (1) 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 2.b (iii) above.
7. Nothing hereinabove set forth shall be construed to require the Board to grant tenure to any non-tenure 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 (3) 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 (4) years old when leave commences.
 - b. "Semester" - the school year shall consist of two (2) 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.

H. 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.

X. CLASSROOM FACILITIES

Teachers shall perform daily housekeeping assignments, such as cleaning up after activities, arranging book shelves 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.

XI. SABBATICAL LEAVE

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 BEA 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.

XII. BENEFITS

A. State Health Benefit Program

The Board will pay 100% of the cost for employees and dependents.

- B. 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 increase in the plan are to be divided between the Board and the BEA in a 60%/40% ratio respectively.

XIII. MISCELLANEOUS

- A. This contract shall be in force from July 1, 1993 to June 30, 1996, 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 or hereafter employed.
- B. This contract constitutes BEA and Board agreement for the items contained herein for the terms of said contract, and the Board and the BEA 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 be absent from class with a one day prior request.
- D. Supplemental teachers shall be placed on the appropriate salary guide.
- E. The hourly rate for Summer School and Bedside Instruction for all three years will be \$14.00 per hour.
- F. The following salary guides will be effective from July 1, 1993 to June 30, 1996.
- G. Longevity pay shall be provided as follows:

	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
Fifteen (15) to nineteen (19) years	\$425	\$450	\$470
Twenty (20) to twenty-four (24) years	\$675	\$700	\$735
Twenty-five plus (25+) years	\$1200	\$1280	\$1345

"Years" refers to credited years on the salary guide.

IMPLEMENTING THE SALARY GUIDE

Teachers are placed on the letter step of the guide which reflects actual credit years of teaching experience. Use the conversion chart to determine the correct letter step. Teachers move up one letter step each year.

For example:

A newly hired teacher with 8 years of completed education experience in June of 1993 would be placed on Letter F of the 1993-94 salary guide. This is equivalent to 6 years of experience. In September of 1994 placement would move to Letter I of the 1994-95 salary guide. This is equivalent to 9-12 years of experience.

SALARY GUIDE FOR 1993-1994

	<u>YEARS</u>	<u>BA/BS</u>	<u>BA-15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA-15</u>	<u>MA+30</u>
A	1	\$27,386	\$28,336	\$29,286	\$30,236	\$31,186	\$32,136
B	2	\$28,686	\$29,636	\$30,586	\$31,536	\$32,486	\$33,436
C	3	\$29,986	\$30,936	\$31,886	\$32,836	\$33,786	\$34,736
D	4	\$31,386	\$32,336	\$33,286	\$34,236	\$35,186	\$36,136
E	5	\$32,886	\$33,836	\$34,786	\$35,736	\$36,686	\$37,636
F	6	\$34,386	\$35,336	\$36,286	\$37,236	\$38,186	\$39,136
G	7	\$35,886	\$36,836	\$37,786	\$38,736	\$39,686	\$40,636
H	8-11	\$37,486	\$38,436	\$39,386	\$40,336	\$41,286	\$42,236
I	12-13	\$39,386	\$40,336	\$41,286	\$42,236	\$43,186	\$44,136
J	14-15	\$41,586	\$42,536	\$43,486	\$44,436	\$45,386	\$46,336
K	16-18	\$43,786	\$44,736	\$45,686	\$46,636	\$47,586	\$48,536
L	19-20	\$46,086	\$47,036	\$47,986	\$48,936	\$49,886	\$50,836
M	21-22	\$48,586	\$49,536	\$50,486	\$51,436	\$52,386	\$53,336
N	23-	\$52,975	\$53,925	\$54,875	\$55,825	\$56,775	\$57,725

LONGEVITY PAY SHALL BE PROVIDED AS FOLLOWS:

- \$425 - Fifteen (15) to nineteen (19) years
- \$675 - Twenty (20) to twenty-four (24) years
- \$1,200 - Twenty-five plus (25+) years

SALARY GUIDE FOR 1994 – 1995

	<u>YEARS</u>	<u>BA/BS</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
A	1	\$28,090	\$29,040	\$29,990	\$30,940	\$31,890	\$32,840
B	2	\$28,890	\$29,840	\$30,790	\$31,740	\$32,690	\$33,640
C	3	\$30,190	\$31,140	\$32,090	\$33,040	\$33,990	\$34,940
D	4	\$31,590	\$32,540	\$33,490	\$34,440	\$35,390	\$36,340
E	5	\$33,090	\$34,040	\$34,990	\$35,940	\$36,890	\$37,840
F	6	\$34,590	\$35,540	\$36,490	\$37,440	\$38,390	\$39,340
G	7	\$36,090	\$37,040	\$37,990	\$38,940	\$39,890	\$40,840
H	8	\$37,690	\$38,640	\$39,590	\$40,540	\$41,490	\$42,440
I	9–12	\$39,590	\$40,540	\$41,490	\$42,440	\$43,390	\$44,340
J	13–14	\$41,790	\$42,740	\$43,690	\$44,640	\$45,590	\$46,540
K	15–16	\$43,990	\$44,940	\$45,890	\$46,840	\$47,790	\$48,740
L	17–19	\$46,290	\$47,240	\$48,190	\$49,140	\$50,090	\$51,040
M	20–21	\$48,790	\$49,740	\$50,690	\$51,640	\$52,590	\$53,540
N	22+	\$55,422	\$56,372	\$57,322	\$58,272	\$59,222	\$60,172

LONGEVITY PAY SHALL BE PROVIDED AS FOLLOWS:

- \$450 – Fifteen (15) to nineteen (19) years
- \$700 – Twenty (20) to twenty-four (24) years
- \$1,280 – Twenty-five plus (25+) years

SALARY GUIDE FOR 1995 – 1996

	<u>YEARS</u>	<u>BA/BS</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA-15</u>	<u>MA+30</u>
A	1	\$28,233	\$29,183	\$30,133	\$31,083	\$32,033	\$32,983
B	2	\$29,433	\$30,383	\$31,333	\$32,283	\$33,233	\$34,183
C	3	\$30,033	\$30,983	\$31,933	\$32,883	\$33,833	\$34,783
D	4	\$31,633	\$32,583	\$33,533	\$34,483	\$35,433	\$36,383
E	5	\$33,133	\$34,083	\$35,033	\$35,983	\$36,933	\$37,883
F	6	\$34,633	\$35,583	\$36,533	\$37,483	\$38,433	\$39,383
G	7	\$36,133	\$37,083	\$38,033	\$38,983	\$39,933	\$40,883
H	8	\$37,733	\$38,683	\$39,633	\$40,583	\$41,533	\$42,483
I	9	\$39,633	\$40,583	\$41,533	\$42,483	\$43,433	\$44,383
J	10–13	\$41,833	\$42,783	\$43,733	\$44,683	\$45,633	\$46,583
K	14–15	\$44,033	\$44,983	\$45,933	\$46,883	\$47,833	\$48,783
L	16–17	\$46,333	\$47,283	\$48,233	\$49,183	\$50,133	\$51,083
M	18–20	\$48,833	\$49,783	\$50,733	\$51,683	\$52,633	\$53,583
N	21+	\$57,850	\$58,800	\$59,750	\$60,700	\$61,650	\$62,600

LONGEVITY PAY SHALL BE PROVIDED AS FOLLOWS:

- \$470 – Fifteen (15) to nineteen (19) years
- \$735 – Twenty (20) to twenty-four (24) years
- \$1,345 – Twenty-five plus (25+) years

NOTES

1. All salary checks will be received by the teachers on the fifteenth (15) 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 paychecks. This cannot be changed during the school year. These percentages shall be forwarded to the credit union and/or one local banking institution.
3. In order to be placed on the alternate horizontal guides, teachers shall have attained a "c" or better in a program of graduate course work in education. In order to be placed at the Master's Degree level of the guide, a Master's 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 forms are to be secured in the office of the Superintendent and filed prior to course registration. Graduate credits received before award of the 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. Professional courses will have a tuition only reimbursement as follows:

Unlimited graduate credits up to \$1,000 (one thousand dollars) per 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.

5. The following are the salary schedules for extra-curricular activities, attached herewith, for the school years 1993-94, 1994-95 and 1995-96. Any new personnel will start at the first year.
6. Letters shall be issued for these positions within two (2) weeks after appointments are made. Said letters shall state all duties and responsibilities.
7. 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.
8. Upon being placed on tenure, teachers will receive an additional \$100.00 annually. This item shall not be applicable to member of the professional staff whose employment commences on September 1, 1973 or thereafter.

BYRAM TOWNSHIP BOARD OF EDUCATION
Salary Schedule for Extra Curricular Activities
1993-94

<u>ACTIVITY</u>	<u>FIRST</u>	<u>SECOND</u>	<u>THIRD</u>
Soccer	\$1,383	\$1,529	\$1,673
Boys' Basketball	\$1,383	\$1,529	\$1,673
Girls' Basketball	\$1,383	\$1,529	\$1,673
Boys' Intramurals	\$891	\$985	\$1,099
Girls' Intramurals	\$891	\$985	\$1,099
Audio-Visual (2)	\$891	\$985	\$1,099
Safety Patrol	\$493	\$543	\$604
Track (2)	\$1,383	\$1,529	\$1,673
Cheerleading	\$1,383	\$1,529	\$1,673
Eighth Grade Advisor	\$2,473	\$2,695	\$2,914
Student Council Advisor	\$998	\$1,098	\$1,175
Newspaper Advisor	\$1,383	\$1,529	\$1,673
Yearbook Advisor	\$1,383	\$1,529	\$1,673

BYRAM TOWNSHIP BOARD OF EDUCATION
Salary Schedule for Extra Curricular Activities
1994-95

<u>ACTIVITY</u>	<u>FIRST</u>	<u>SECOND</u>	<u>THIRD</u>
Soccer	\$1,466	\$1,621	\$1,773
Boys' Basketball	\$1,466	\$1,621	\$1,773
Girls' Basketball	\$1,466	\$1,621	\$1,773
Boys' Intramurals	\$944	\$1,044	\$1,165
Girls' Intramurals	\$944	\$1,044	\$1,165
Audio-Visual (2)	\$944	\$1,044	\$1,165
Safety Patrol	\$523	\$576	\$640
Track (2)	\$1,466	\$1,621	\$1,773
Cheerleading	\$1,466	\$1,621	\$1,773
Eighth Grade Advisor	\$2,621	\$2,857	\$3,089
Student Council Advisor	\$1,058	\$1,153	\$1,246
Newspaper Advisor	\$1,466	\$1,621	\$1,773
Yearbook Advisor	\$1,466	\$1,621	\$1,773

BYRAM TOWNSHIP BOARD OF EDUCATION
Salary Schedule for Extra Curricular Activities
1995—96

<u>ACTIVITY</u>	<u>FIRST</u>	<u>SECOND</u>	<u>THIRD</u>
Soccer	\$1,555	\$1,720	\$1,881
Boys' Basketball	\$1,555	\$1,720	\$1,881
Girls' Basketball	\$1,555	\$1,720	\$1,881
Boys' Intramurals	\$1,002	\$1,108	\$1,236
Girls' Intramurals	\$1,002	\$1,108	\$1,236
Audio—Visual (2)	\$1,002	\$1,108	\$1,236
Safety Patrol	\$555	\$611	\$679
Track (2)	\$1,555	\$1,720	\$1,881
Cheerleading	\$1,555	\$1,720	\$1,881
Eighth Grade Advisor	\$2,781	\$3,031	\$3,277
Student Council Advisor	\$1,123	\$1,223	\$1,322
Newspaper Advisor	\$1,555	\$1,720	\$1,881
Yearbook Advisor	\$1,555	\$1,720	\$1,881

9. Determination of the 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 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.
10. 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 should not provide the reimbursement. However, if the fee is less than \$225.00, the Board shall make up the difference not to exceed \$225.00
11. In addition to the above, anything to the contrary, notwithstanding, the Board shall reserve its rights under all laws.
12. Extra-curricular and tutorial pay shall be given in a separate check.
13. Non-BEA members will be charged 85% of unified dues for services provided by the negotiating team. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The Association shall supply to the Board a copy of the Demand and Return system in effect which permits non-members to seek a reduction of the fee for purposes outlined in the statute.
14. The Board shall provide a telephone for school-related phone calls in each building, which shall be limited to local calls covering three exchanges (347, 691, 729, or their substitutes if they should change).

ADDENDUM

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 BEA 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.

Statutory Savings Clause

Nothing herein contained shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.

Mid-Year Hires

Effective September 1993, the six current professional staff members whose mid-year hiring causes them to advance one step in the middle of the year, shall be moved up to the step they would have reached mid-year. From September 1993 forward, the anniversary date for the six current professional staff members shall be September 1 of each school year.

Any new hiree employed under the contract during the school year for 140 days or more shall be credited with an entire year of service. Any new hiree under contract for 139 days or less shall be frozen on step for the remainder of the year they are hired and for the subsequent school year.

In reference to Item 9, page 38, any teacher who is hired 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 year. However, any teacher placed on the sixth step according to Item 9, page 38 of the contract, who works under contract for 139 days or less shall not be credited for that year's experience. Any teacher placed on the sixth step according to Item 9, page 38 of the contract, who works 140 days or more, in the subsequent year shall be credited with all previous public school experience plus one year.