

BOARD OF EDUCATION
OF THE TOWNSHIP OF BYRAM
AND
BYRAM EDUCATION ASSOCIATION

2005-2006

2006-2007

2007-2008

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THIS AGREEMENT, made the th day of 2005 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 22, and Appendixes A through G 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 mentioned above.

BYRAM TOWNSHIP BOARD OF EDUCATION

ATTEST:

Walter Stanek, President

Secretary

BYRAM EDUCATION ASSOCIATION

By: _____
Barbara DeLeeuw, President

ATTEST:

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 will be considered part of the bargaining unit.
- C. For the purpose of this contract, “BEA” shall exclude the following:
 - Chief School Administrator
 - 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
 - Inclusion Aides
 - Custodians
 - Cafeteria Workers
 - Lunchroom Aides
 - Technology Coordinator
- 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 the same and shall be signed by the Board and 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 #1330.

C. The BEA will be permitted access to the copy machine twice a week for 30 minutes after the close of school, days to be determined by the BEA, and shall be accountable to the Board for the use of the machine. In case of an 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 or she has suffered harm by the interpretation, application or violation of policies, agreements, and administrative decisions affecting the terms and conditions of employment.

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 a 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 or her principal (or immediate supervisor 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 or her grievance to the principal in writing within five (5) school days. The principal shall give his or 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 or her principal or other immediate supervisor, may appeal the decision to the chief school administrator. The appeal to the chief school administrator must be made in writing and should include: a) the nature of the grievance; b) the nature and extend of the injury, loss or inconvenience; c) the results of previous discussions; d) his or 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 chief school administrator 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 chief school administrator shall communicate his or her decision in writing to the employee grievant, to the Association and to the principal or other immediate supervisor.

4. If the grievance is not resolved to the grievant's satisfaction, he or she, no later than five (5) school days after the receipt of the chief school administrator's decision, may request a review by the Board of Education. The request shall be submitted in writing through the chief school administrator 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 or 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 chief school administrator 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 Commission of Education; or

b. A complaint of a non-tenure teacher which arises by reason of his or 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 is either not possible or not required.

6. In the event the grievant is not satisfied with the decision of the board of education, he or she then may request a further hearing. One representative of the Association, one representative of the Board, and a third party shall attend the hearing. Selection of the third party shall be referred to PERC who shall follow the same procedure as when selecting an arbitrator. 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 noncompliance 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 him or 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 the same.

9. In presenting his or her grievance, the member of the staff and/or Association representatives shall be assured freedom from prejudicial action in presenting or processing his or 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.
- B. Criticism of Teachers
Any question or criticism by a supervisor, administrator, or board member of a teacher and his or 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 assistant principal and/or principal, chief school administrator, and/or board of education.

CURRICULUM

- A. Curriculum Development
Teachers shall participate in the development and writing of courses of study and curriculum guides. Compensation shall be made upon Board approval of the curriculum in accordance with the following schedule:

| <u>Primary Curriculum</u> | | <u>Secondary Curriculum</u> | |
|---------------------------|---------|-----------------------------|---------|
| Full rewrite | \$2,200 | Full rewrite | \$1,100 |
| Revision | \$1,100 | Revision | \$550 |

The Chief School Administrator's Curriculum Steering Committee shall determine the extent of the rewrite or revision.

The board of education will provide release time for improvement of the educational program on an as needed basis to be determined by the board of education, upon recommendation by the chief school administrator for the term of this Agreement.

B. Textbooks and Supplies

It is the responsibility of the Board to select textbooks and related materials and decide upon the curriculum. The chief school administrator 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 184 days. Four days shall be non-student contact days. One day of the four non-student contact days shall be a teacher orientation day. New teachers shall be required to attend another orientation day, which shall be in addition to the 184 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 184 days, to the teacher work year which shall be necessary to accommodate such emergencies. If designated emergency school closing days is exceeded, the additional days will be reinstated at the discretion of the chief school administrator and the board of education. Staff development days will not be scheduled on early closing days.

Every effort will be made to have any non-pupil contact days that need to be added at the end of the school year begin directly after the last school day. In the event this is not possible, not more than three work days will elapse before teachers will be required to report to work.

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. Paychecks shall be dated as of the last official work day of the school year.

D. Days preceding Thanksgiving, December recess and the last five days prior to summer vacation will be early dismissal days. The first three days of the last five days prior to summer vacation will be full days for staff. Early dismissal will be as defined in Title 6:20-1.3(e), and shall include no more than four hours of instructional time. The exact early dismissal times will be established each year as the master schedule is completed.

- 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 proceeding 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, which will be one afternoon and two evenings in the fall and the spring. 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 four-hour instructional day on all parent conference days, including those days on which conferences are scheduled for the evening. Release time or compensation at the rate of \$40.00 per hour, at the discretion of the chief school administrator, will be provided for any teacher conducting in excess of 35 parent conferences per semester.

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. Full time teaching staff members shall work a seven- (7) hour day, exclusive of administrative meetings, workshops, and contractual and emergency half-day closings. A full time teacher’s day will commence at the designated starting time for their assigned building, with the possible exception of those teachers whose teaching assignment is shared between buildings. Work hours for part time teaching staff members shall be set by the administration.

Every effort will be made to schedule administrative meetings on Mondays (excluding the third Monday of each month). In the event that the Monday meeting is not practical, an alternate day will be scheduled by the administration and the president of the BEA will be notified. Meetings will be limited to forty-five minutes after the last student is dismissed or all teachers are present, whichever is later. When possible, meetings will be held in the building where staff is located.

- B. Teachers shall have a duty free lunch period of 45 minutes. On early dismissal days, teachers shall have a 25-minute duty free lunch period.
- C. Teachers with homerooms will not be assigned additional duties during homeroom periods.
- D. Teachers responsible for completing mid-year and end of year reports, as required by the child study team, may receive release time.
- E. Each teacher shall have a minimum of one duty free preparation period of 40 minutes commencing after the start of the first instructional period of the day. In order to assure one duty free preparation period of 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 the 8th grade language arts and social studies. Full time K-5 teachers, plus all self-contained special education teachers shall receive an additional 30 minutes preparation time per week, which will compensate for grade level responsibilities, which may be completed at other times. It is also agreed that there will be appropriate periodic grade level articulation meetings. A record of these meetings shall be maintained and available to the administration upon request.

If necessary and after the best efforts of the administration to schedule daily prep time; the daily guarantee of 40 minutes of prep per day shall be relaxed for up to four (4) teachers per semester, up to two (2) times per week. The guaranteed 200 minutes per week for prep time shall remain.

- F. Notice of after school meetings shall be given to the teachers involved two working days prior to the meetings when possible, except when deemed an emergency by the administration, with notification to the BEA president.
- G. A teacher assigned during a preparation period to cover a class or activity of another teacher shall be compensated at the rate of \$40.00 per hour. Such coverage shall be arranged by the building principal or with the approval of the building principal. Part time teachers who substitute for another teacher shall be compensated at the rate of \$40.00 per hour or at their current hourly rate, whichever is greater.
- H. 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, except in cases when student safety may be in jeopardy.
- I. 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 will 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 IRS rate 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 weeks after the issuance of contracts, the chief school administrator may post in all school buildings a list of the known vacancies that will 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 chief school administrator not later than three 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 chief school administrator shall meet with him or her to discuss the assignment.
- D. If an involuntary transfer is made, the teacher may appeal the transfer to the board of education and shall receive a written response within five (5) school days after the next scheduled board meeting.
- E. Notice of involuntary transfer or reassignment will be given by May 21.

V. SUMMER SCHOOL, HOME TEACHING, FEDERAL PROGRAMS

All openings for positions in summer school, home teaching, federal projects, and other such programs shall be posted by the chief school administrator at least one month in advance or as soon as the position becomes available. 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 and are not grievable.

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 Board 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 or she teaches to store his or her instructional materials and supplies.
- D. Each teacher shall have a serviceable desk and chair for his or her exclusive use.

VII. TEACHER EVALUATION - 18A: 27-10

- A. All monitoring or observations 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 or her evaluators. No such report shall be submitted to the chief school administrator's office, placed in a teacher's file or otherwise acted upon without a conference with the teacher. Upon receipt of an evaluation report, the teacher has five (5) school days to add his or her written comments to the chief school administrator's file copy.
- C. The Board shall give each non-tenure teaching staff member continuously employed by it since the preceding September 30 either a written offer of a contract for employment for the next succeeding year or a written notice that such employment will not be offered, all in accordance with Statute.
- D. The Board will comply with the procedures for notifying non-tenured teachers of their employment status for the upcoming school year in accordance with the rules set forth in New Jersey Statute and Administrative Code.
- 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 ten (10) 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 or her signature. A copy of his or her evaluation reports shall be given to each teacher. The teacher may periodically review the contents of his or her personnel file. A written request shall be sent to the chief school administrator after which a mutually scheduled date shall be set within three (3) business days of having given a written request to the central office.

- I. A teacher shall be advised of all telephone or written complaints from parents and other sources relative to his or 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
Withholding of increments shall be in accordance with Statute.

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. Twelve-month employees shall be entitled to eleven (11) sick leave days each school year. 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 might require a physician's certificate to be filed with the chief school administrator 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. ISA: 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. The Board shall make payment for unused sick leave 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 170 with payment of \$65.00 each upon retirement as the contract stipulates.
 - 4. Notice shall be provided to the District by the employee of his or 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 2005-2006 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 except for marriage of employee, which shall be an allowance of one additional day. 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 the case of emergencies. Leaves under this section may be taken consecutively, if necessary.

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 chief school administrator may grant exceptions, but in all cases where exceptions are requested, the teacher shall be required to state reasons in writing at least seven (7) working days in advance for personal leave, except in cases of emergency.

A maximum of four (4) unused personal days per year can be converted to unused sick leave or all unused personal days may be reimbursed at one-half the substitute pay.

2. An 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, grandmother, grandfather, grandchild, and any other member of the immediate household. Such days may be taken consecutively.

3. In the event of serious illness in the immediate family, an employee may use up to three (3) days with full pay annually. Application to the employee's immediate supervisor and/or chief school administrator shall state the immediate family member.

For purposes of serious illness, immediate family members are spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, and any other member of the immediate household.

4. Teachers shall be allowed the time necessary for appearances in any legal proceedings that 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.

- B. All temporary leaves of absence shall be prorated on a ratio of actual days of employment per week to five. Employees hired after the start of the school year shall have temporary leaves of absence prorated, with the exception of bereavement which shall remain at five (5) days consistent with full time employment.
- C. During peace time, an employee under this Agreement, who is a member of the military reserves or National Guard shall have reemployment and benefit rights in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994. (USERRA)
- 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 according any one of the following basis:
 - 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 teacher and the Board shall share the expense of any examination by an impartial third physician under this paragraph equally.
 - (iv) Unpaid leave for teachers who have taught less than 140 days in a school year shall not count towards sabbaticals and longevity pay.
 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 negotiation agreements entered into by the Board, except as otherwise provided herein.

4. 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 no less than ninety (90) days prior to expected date of delivery. At the time of application, the teacher shall specify in writing the date on which she wishes to return to work after birth and shall include a certificate from her physician stating the anticipated date of delivery. Disability leave will be assumed one month prior to the expected delivery date and one month after. The board may request additional medical verification for disability leave requests that extend beyond the presumed disability period. 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 contraindicate. Following the grant of such leave to any teacher, the commencement of 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 contraindicate. The Board may require any teacher to produce a certificate from her 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) 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 grounds that there has not been a stated or prescribed lapse of time between the birth and her desired date of return, except as in 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 set forth above 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 set forth above, 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 set forth above.

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 140 school days or more in any school year in which the leave is taken. Unpaid leave for teachers who have taught less than 140 days in a school year shall not count towards sabbaticals and longevity pay.

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 chief school administrator. Approval in advance must be sought. The teacher shall be notified of the decision within five (5) days of his or 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 chief school administrator 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 or her assigned duties for any other reason than provided by Board policy or under State Statute, will have a deduction made against his or 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

The Board may grant leaves of absence without pay when said absence is judged by the chief school administrator to serve the best interests of the school system. The chief school administrator will make the determination and his or her determination shall be final and nongrievable. 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 bookshelves and routine activities to keep teaching stations neat and attractive. Teachers will not be asked to move their own supplies, books, etc., at any time.

XI. SABBATICAL LEAVE

A. Purpose

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 chief school administrator in writing in such form as may be mutually agreed upon by the BEA and the chief school administrator, no later than January 1. 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. Requests will be granted at the discretion of the chief school administrator 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 chief school administrator 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. Health Benefits Program

The Board shall offer health care insurance for full time (25 hours or more) employees and dependents. Existing employees and employees presently on a leave of absence are grandfathered and are not subject to a co-pay of insurance. New employees hired after July 1, 2002 will pay 10% of dependent coverage for health insurance. For all new employees hired for the September 2005 School Year and all future hires the Direct Access Health Plan will be their Health Benefits Plan.

B. The Board shall offer a Health Benefits Buy-Out Option in the amount of 50% of current employee premium costs, based on current eligible coverage at the time of the opt-out.

C. A dental plan equal to or better than the plan in effect 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 Membership in and/or attendance at PTA 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 PTA. A document shall be supplied to the chief school administrator for all teachers who must be absent from class with a one-day prior request.
- B. Supplemental teachers shall be placed on the appropriate salary guide.
- C. For the term of this Agreement, teachers covered by this contract will be paid \$40.00 per hour for summer school, bedside instruction, detention and formal child study team meetings that exceed the seven hour day.
- D. Child Study Team personnel covered under this Agreement, whose contract includes a summer differential of 14% above the salary guide base, shall have their salary computed as a single sum for the purpose of pension and retirement.
- E. The following salary guides will be effective from July 1, 2005 through June 30, 2008. (See Appendix A, B, C)
- F. All salary checks will be received by the 15th and the 30th of each month, excluding September and February. September checks will be received by the first Friday and the 30th. February checks will be received by the 15th and 28th. When the 15th and/or the last receiving day fall on the weekend or holiday, salary checks will be issued on the last day preceding the weekend or holiday. Extra-curricular and tutorial pay shall be given in a separate check.
- G. 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.
- H. Teachers shall have the option, at the end of the school year, to either be paid over the course of 10 months or 12 months for the upcoming school year. This cannot be changed within that current school year. Teachers who choose this provision recognize that any interest accrued remains the property of the Board.
- I. In order to be placed on the alternate horizontal guides, teachers shall have attained a "B" or better in graduate courses that specifically improve the teacher's area of expertise. Such courses shall have had prior approval of the chief school administrator. 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 from the chief school administrator's office and filed prior to course registration.

Graduate credits received before award of the Master's Degree and not applied to a Master's Degree cannot be applied to movement on the guide unless taken while employed in Byram Township Schools.

- J. Professional courses will have a tuition reimbursement totaling \$20,000.00. This sum represents the annual allotment of money available for the entire staff. A teacher may be reimbursed up to \$2,300.00 per year. Reimbursement shall be prorated for part time teachers. All courses submitted for yearly reimbursement must have the prior approval of the chief school administrator and specifically improve the teacher's area of instructional expertise. To be eligible for reimbursement the teacher must have attained a grade of "B" or better. 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 chief school administrator 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.

- K. Extra curricular activities salary schedules shall be for the school years covered by this Agreement. (See Appendix E, F) New personnel with no prior experience for an activity shall start at year one.

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 chief school administrator. 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 Letters will be issued for extra curricular positions within two weeks after appointments are made. Said letters shall state all duties and responsibilities.

- L. Upon being placed on tenure, teachers will receive an additional \$100 annually. This item is not applicable to members of the professional staff employed on September 1, 1973 or thereafter.
- M. Determination of guide placement for newly hired experienced teachers will be made upon recommendation by the chief school administrator and formal approval by the board of education. A teacher will not be placed beyond their years of experience.

Teachers hired mid-year under the contract must have worked for 140 days or more to be credited with an entire year of service. Teachers hired mid-year under the contract who have worked 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.

- N Subject to the approval of the chief school administrator, cooperating teachers will be reimbursed up to \$450.00 for their assistance with student teachers. In the event the college pays the fee of \$450.00, the Board shall not provide the reimbursement. However, if the fee is less than \$450.00, the Board shall make up the difference, not to exceed \$450.00.
- O. A representation fee charged to non-BEA members will be calculated annually according to law. 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 the Board with a copy of the demand and return system in effect that permits non-members to seek a reduction of the fee for purposes outlined in the statute.
- P. 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).
- Q. This contract shall be in force from July 1, 2005 through June 30, 2008, and copies of this Agreement shall be reproduced at the expense of the Board within 30 days after the Agreement is signed, and made available to all teachers now or hereafter employed.
- R. 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.
- S. In addition to the above, anything to the contrary, notwithstanding, the Board shall reserve its rights under all laws.

The Board shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reasons of his or her membership in the BEA and its affiliates, collective negotiations with the Board, or his or her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Separability Clause

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**BYRAM TOWNSHIP BOARD OF EDUCATION
SALARY SCHEDULE – EXTRA CURRICULAR ACTIVITIES**

2005-2008

| ACTIVITY | FIRST | SECOND | THIRD |
|--------------------|--------------|---------------|--------------|
| Soccer | \$1,983 | \$2,188 | \$2,449 |
| Boy's Basketball | \$1,983 | \$2,188 | \$2,449 |
| Girl's Basketball | \$1,983 | \$2,188 | \$2,449 |
| Fall Intramurals | \$1,983 | \$2,188 | \$2,449 |
| Spring Intramurals | \$1,983 | \$2,188 | \$2,449 |
| Track | \$1,983 | \$2,188 | \$2,449 |
| Track | \$1,983 | \$2,188 | \$2,449 |
| Cheerleading | \$1,983 | \$2,188 | \$2,449 |
| Newspaper | \$1,983 | \$2,188 | \$2,449 |
| Yearbook | \$1,983 | \$2,188 | \$2,449 |
| Environmental | \$1,983 | \$2,188 | \$2,449 |
| Audio Visual | \$1,514 | \$1,871 | \$2,233 |
| Audio Visual | \$1,514 | \$1,871 | \$2,233 |
| Safety Patrol | \$844 | \$942 | \$1,096 |
| Eighth Grade | \$3,512 | \$3,824 | \$4,191 |
| Student Council | \$1,555 | \$1,735 | \$1,975 |
| Drama Director | \$2,617 | \$2,889 | \$3,100 |
| Drama Assistant | \$1,224 | \$1,439 | \$1,721 |
| Graphic Arts Club | \$1,943 | \$2,148 | \$2,449 |
| Graphic Arts Club | \$1,943 | \$2,148 | \$2,449 |

APPENDIX D

CURRICULUM

PRIMARY

Kindergarten
Language Arts
Mathematics
Reading
Science
Social Studies

SECONDARY

Art
Computer Literacy
Family & Consumer Science
Foreign Language
Gifted & Talented
Guidance
Handwriting
Health & Family Life
Industrial Arts
Library & Study Skills
Music
Physical Education
Speech
Spelling

**BYRAM TEACHER SALARY GUIDE
2005-2006**

| <u>Step</u> | <u>BA</u> | <u>BA+15</u> | <u>BA+30</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> |
|-------------|-----------|--------------|--------------|-----------|--------------|--------------|
| 1 | \$42,000 | \$43,000 | \$44,000 | \$45,100 | \$46,200 | \$47,300 |
| 2 | \$43,000 | \$44,000 | \$45,000 | \$46,100 | \$47,200 | \$48,300 |
| 3 | \$44,215 | \$45,215 | \$46,215 | \$47,315 | \$48,415 | \$49,515 |
| 4 | \$45,466 | \$46,466 | \$47,466 | \$48,566 | \$49,666 | \$50,766 |
| 5 | \$46,970 | \$47,970 | \$48,970 | \$50,070 | \$51,170 | \$52,270 |
| 6 | \$48,527 | \$49,527 | \$50,527 | \$51,627 | \$52,727 | \$53,827 |
| 7 | \$50,138 | \$51,138 | \$52,138 | \$53,238 | \$54,338 | \$55,438 |
| 8 | \$51,805 | \$52,805 | \$53,805 | \$54,905 | \$56,005 | \$57,105 |
| 9 | \$53,629 | \$54,629 | \$55,629 | \$56,729 | \$57,829 | \$58,929 |
| 10 | \$55,808 | \$56,808 | \$57,808 | \$58,908 | \$60,008 | \$61,108 |
| 11 | \$57,828 | \$58,828 | \$59,828 | \$60,928 | \$62,028 | \$63,128 |
| 12 | \$59,924 | \$60,924 | \$61,924 | \$63,024 | \$64,124 | \$65,224 |
| 13 | \$62,101 | \$63,101 | \$64,101 | \$65,201 | \$66,301 | \$67,401 |
| 14 | \$64,360 | \$65,360 | \$66,360 | \$67,460 | \$68,560 | \$69,660 |
| 15 | \$67,005 | \$68,005 | \$69,005 | \$70,105 | \$71,205 | \$72,305 |
| 16 | \$69,440 | \$70,440 | \$71,440 | \$72,540 | \$73,640 | \$74,740 |
| 17 | \$73,310 | \$74,310 | \$75,310 | \$76,410 | \$77,510 | \$78,610 |
| 18 | \$77,500 | \$78,500 | \$79,500 | \$80,600 | \$81,700 | \$82,800 |

**BYRAM TEACHER SALARY GUIDE
2006-2007**

| <u>Step</u> | <u>BA</u> | <u>BA+15</u> | <u>BA+30</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> |
|-------------|-----------|--------------|--------------|-----------|--------------|--------------|
| 1 | \$43,500 | \$44,500 | \$45,500 | \$46,600 | \$47,700 | \$48,800 |
| 2 | \$44,500 | \$45,500 | \$46,500 | \$47,600 | \$48,700 | \$49,800 |
| 3 | \$45,650 | \$46,650 | \$47,650 | \$48,750 | \$49,850 | \$50,950 |
| 4 | \$46,865 | \$47,865 | \$48,865 | \$49,965 | \$51,065 | \$52,165 |
| 5 | \$48,116 | \$49,116 | \$50,116 | \$51,216 | \$52,316 | \$53,416 |
| 6 | \$49,620 | \$50,620 | \$51,620 | \$52,720 | \$53,820 | \$54,920 |
| 7 | \$51,177 | \$52,177 | \$53,177 | \$54,277 | \$55,377 | \$56,477 |
| 8 | \$52,788 | \$53,788 | \$54,788 | \$55,888 | \$56,988 | \$58,088 |
| 9 | \$54,455 | \$55,455 | \$56,455 | \$57,555 | \$58,655 | \$59,755 |
| 10 | \$56,829 | \$57,829 | \$58,829 | \$59,929 | \$61,029 | \$62,129 |
| 11 | \$59,008 | \$60,008 | \$61,008 | \$62,108 | \$63,208 | \$64,308 |
| 12 | \$61,028 | \$62,028 | \$63,028 | \$64,128 | \$65,228 | \$66,328 |
| 13 | \$63,124 | \$64,124 | \$65,124 | \$66,224 | \$67,324 | \$68,424 |
| 14 | \$65,301 | \$66,301 | \$67,301 | \$68,401 | \$69,501 | \$70,601 |
| 15 | \$68,095 | \$69,095 | \$70,095 | \$71,195 | \$72,295 | \$73,395 |
| 16 | \$70,740 | \$71,740 | \$72,740 | \$73,840 | \$74,940 | \$76,040 |
| 17 | \$75,120 | \$76,120 | \$77,120 | \$78,220 | \$79,320 | \$80,420 |
| 18 | \$79,500 | \$80,500 | \$81,500 | \$82,600 | \$83,700 | \$84,800 |

**BYRAM TEACHER SALARY GUIDE
2007-2008**

| <u>Step</u> | <u>BA</u> | <u>BA+15</u> | <u>BA+30</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> |
|-------------|-----------|--------------|--------------|-----------|--------------|--------------|
| 1 | \$45,000 | \$46,000 | \$47,000 | \$48,100 | \$49,200 | \$50,300 |
| 2 | \$46,250 | \$47,250 | \$48,250 | \$49,350 | \$50,450 | \$51,550 |
| 3 | \$47,500 | \$48,500 | \$49,500 | \$50,600 | \$51,700 | \$52,800 |
| 4 | \$48,650 | \$49,650 | \$50,650 | \$51,750 | \$52,850 | \$53,950 |
| 5 | \$49,685 | \$50,865 | \$51,865 | \$52,965 | \$54,065 | \$55,165 |
| 6 | \$51,116 | \$52,116 | \$53,116 | \$54,216 | \$55,316 | \$56,416 |
| 7 | \$52,620 | \$53,620 | \$54,620 | \$55,720 | \$56,820 | \$57,920 |
| 8 | \$54,177 | \$55,177 | \$56,177 | \$57,277 | \$58,377 | \$59,477 |
| 9 | \$56,088 | \$57,088 | \$58,088 | \$59,188 | \$60,288 | \$61,388 |
| 10 | \$58,055 | \$59,055 | \$60,055 | \$61,155 | \$62,255 | \$63,355 |
| 11 | \$60,429 | \$61,429 | \$62,429 | \$63,529 | \$64,629 | \$65,729 |
| 12 | \$62,608 | \$63,608 | \$64,608 | \$65,708 | \$66,808 | \$67,908 |
| 13 | \$64,628 | \$65,628 | \$66,628 | \$67,728 | \$68,828 | \$69,928 |
| 14 | \$66,724 | \$67,724 | \$68,724 | \$69,824 | \$70,924 | \$72,024 |
| 15 | \$69,301 | \$70,301 | \$71,301 | \$72,401 | \$73,501 | \$73,601 |
| 16 | \$72,095 | \$73,095 | \$74,095 | \$75,195 | \$76,295 | \$77,395 |
| 17 | \$75,440 | \$76,440 | \$77,440 | \$78,540 | \$79,640 | \$80,740 |
| 18 | \$81,700 | \$82,700 | \$83,700 | \$84,800 | \$85,900 | \$87,000 |

**BYRAM TOWNSHIP BOARD OF EDUCATION
SALARY SCHEDULE - EXTRA CURRICULAR ACTIVITIES**

2005 - 2008

| ACTIVITY | FIRST | SECOND | THIRD |
|--------------------|--------------|---------------|--------------|
| Soccer | \$1,983 | \$2,188 | \$2,449 |
| Boy's Basketball | \$1,983 | \$2,188 | \$2,449 |
| Girl's Basketball | \$1,983 | \$2,188 | \$2,449 |
| Fall Intramurals | \$1,983 | \$2,188 | \$2,449 |
| Spring Intramurals | \$1,983 | \$2,188 | \$2,449 |
| Track | \$1,983 | \$2,188 | \$2,449 |
| Track | \$1,983 | \$2,188 | \$2,449 |
| Cheerleading | \$1,983 | \$2,188 | \$2,449 |
| Newspaper | \$1,983 | \$2,188 | \$2,449 |
| Yearbook | \$1,983 | \$2,188 | \$2,449 |
| Environmental | \$1,983 | \$2,188 | \$2,449 |
| Audio Visual | \$1,514 | \$1,871 | \$2,233 |
| Audio Visual | \$1,514 | \$1,871 | \$2,233 |
| Safety Patrol | \$844 | \$942 | \$1,096 |
| Eighth Grade | \$3,512 | \$3,824 | \$4,191 |
| Student Council | \$1,555 | \$1,735 | \$1,975 |
| Drama Director | \$2,617 | \$2,889 | \$3,100 |
| Drama Assistant | \$1,224 | \$1,439 | \$1,721 |
| Graphic Arts Club | \$1,943 | \$2,148 | \$2,449 |
| Graphic Arts Club | \$1,943 | \$2,148 | \$2,449 |