

**BOARD OF EDUCATION  
OF THE TOWNSHIP OF BYRAM  
AND  
BYRAM EDUCATION ASSOCIATION  
2008-2011**

## TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
Signatures.....	1
Article 1 Recognition.....	2
Article 2 Negotiation of Successor Agreement.....	2
Article 3 Association Rights and Privileges .....	3
Article 4 Grievance Procedure.....	3
Article 5 Personal Freedom.....	6
Article 6 Curriculum .....	6
Article 7 Teacher Work Year.....	7
Article 8 teaching Hours and Teaching Load .....	8
Article 9 Teacher Assignment.....	9
Article 10 Transfers and Reassignments.....	11
Article 11 Summer School, Home Teaching, Federal Programs.....	11
Article 12 Teacher Facilities .....	11
Article 13 Teacher Evaluation - 18A: 27-10.....	12
Article 14 Sick Leave.....	13
Article 15 Temporary Leave Of Absence .....	14
Article 16 Classroom Facilities.....	19
Article 17 Sabbatical Leave .....	19
Article 18 Benefits .....	19
Article 19 Miscellaneous .....	20
Separability Clause .....	23
Extra Guides	
2008-2009	Appendix A
2009-2010	Appendix B
2010-2011	Appendix C
Extra Curricular Guides	
2008-2011	Appendix D
Curriculum List	Appendix E

THIS AGREEMENT, made the 23<sup>rd</sup> day of December, 2009 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, and Appendices 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:

\_\_\_\_\_  
Russell Raffay, President

\_\_\_\_\_  
Secretary

BYRAM EDUCATION ASSOCIATION

By: \_\_\_\_\_  
Barbara DeLeeuw, President

ATTEST:

\_\_\_\_\_  
Secretary

**ARTICLE 1**

**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:
  - 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
  - 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.

**ARTICLE 2**

**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.

**ARTICLE 3**

**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 and dental 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.

**ARTICLE 4**

**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 Superintendent 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; 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 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 Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent 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 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 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.

**ARTICLE 5**

**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.

**ARTICLE 6**

**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 Superintendent'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 Superintendent 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 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.



## ARTICLE 7

### 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 Superintendent 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 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, 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 Superintendent, will be provided for any teacher conducting in excess of 35 parent conferences per semester.

- G. The Extended School Year Program runs for four (4) consecutive weeks during the summer months. The program is driven by the student IEPs and is a continuation of the regular school year that introduces new skills and concepts. The Board determines which positions are necessary for this program. All unit members will be compensated at the rate of \$40 per hour for five (5) hours for each day of the summer program worked. This includes all preparation and “break” time available for the employees.

## **ARTICLE 8**

### **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 and Child Study team members shall work a seven- (7) hour day, beginning ten (10) minutes before the start of their school’s student school day, exclusive of administrative meetings 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. Full day 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-Lakes, I-Special and 1-Departmental) and their pertinent information will be considered in making new schedules.

## **ARTICLE 9**

### **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. Tentative schedules for departmental and special classes and master schedules for all other teachers shall be made available to each teacher by August 15.

D. Part-Time Position Requirements

1. Each part-time member shall receive a salary prorated off a step of the salary guide. All part-time members shall move up one step on the salary guide each year provided they work one-half plus one day of the prior work year.
2. For the purpose of determining the prorated salary due, a full-time member's workweek shall be defined as thirty-five (35) hours or twenty one hundred (2100) minutes.
3. If the part-time teacher is scheduled to work a full school day, he or she shall be entitled to one full and continuous preparation period and duty free lunch on that day.
4. Part-time members are required to attend the four (4) full day, in school, in service days. Attendance at those four in-service days is required even if the day on which they fall is not part of the part-time member's regular schedule. Each part time member in attendance whose schedule does not include the day on which the in-service falls or the total number of hours of the in-service will be given compensatory time for that day or those hours in excess of their schedule. Compensatory time must be taken in the school year in which it is earned, and shall be applied for an approved as with personal days.
5. Part-time members regularly scheduled at the end of a school day on which a Principal's meeting is scheduled are required to attend that meeting. Those part-time members not regularly scheduled at the end of such days are not required to attend the meeting, but it is the part time member's professional responsibility to follow-up on the topic of the meeting and obtain the information presented.
6. Part-time teachers scheduled to teach for less than 20 hours per week are required to return to school for the purpose of attending Parent Conferences two (2) times per school year. Part-time teachers scheduled to teach for more than 20 hours per week are required to return to school for the purpose of attending Parent Conferences four (4) times per school year. All part-time teachers are required to attend one Open House night.

## **ARTICLE 10**

### **TRANSFERS AND REASSIGNMENTS**

- A. 1. Within two weeks after the issuance of contracts, the Superintendent 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 Superintendent 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 Superintendent 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.

## **ARTICLE 11**

### **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 Superintendent 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.

## **ARTICLE 12**

### **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.

### **ARTICLE 13**

#### **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 Superintendent'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 ten (10) school days to add his or her written comments to the Superintendent'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 Superintendent 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.

**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 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. 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<sup>st</sup> of their last year of employment, in order to be eligible for payment on the following July 1<sup>st</sup>. If notice is provided after December 1<sup>st</sup>, the payment will be made on July 1<sup>st</sup> of the year after the year of retirement.

#### **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 Superintendent 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 Superintendent 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 Superintendent. 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 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 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 1/200th 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 Superintendent to serve the best interests of the school system. The Superintendent 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.

## **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.

## **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 Superintendent in writing in such form as may be mutually agreed upon by the BEA and the Superintendent, 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 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.

## **BENEFITS**

### A. Health Benefits Program

Effective upon ratification, all employees shall be enrolled in the Horizon Direct Access Plan with major medical prescription benefits.

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.

- 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.
- D. The Board shall offer a Dental Buy-Out Option in the amount of 50% of current premium costs, based on current eligible coverage at the time of the out. Payment shall be made in two installments. The first payment shall be in December and the second shall be in June.

### 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 Superintendent for all teachers who must be absent from class with a one-day prior request.
- B. 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.
- C. 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.
- D. The following salary guides will be effective from July 1, 2008 through June 30, 2011. (See Appendix A, B, C)
- E. 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 30<sup>th</sup>. 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.
- F. 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,
- G. 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.

H. 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 Superintendent. 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 Superintendent’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.

I. 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 Superintendent 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 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.

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

- K. Six (6) teachers involved in the March Kindergarten orientation will receive a sum of \$130.00 for dinner. For the summer orientation days, teachers will be compensated at the rate of \$50 dollars for a partial day's participation and \$100 for a full day's participation.
- L. Determination of grade placement for newly hired experienced teachers will be made upon recommendation by the Superintendent 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.
- M. Subject to the approval of the Superintendent, 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.
- N. 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.
- O. This contract shall be in force from July 1, 2008 through June 30, 2011, 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.
- P. 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.
- Q. 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 TEACHER SALARY GUIDE  
2008-2009**

<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	82,950	83,950	84,950	86,050	87,150	88,250

\* Team leaders will be paid an annual stipend of \$500.00

\* Effective July 1, 2008, employees on Step 18 of the salary guide shall receive a \$1,250 increase to their base salaries.

**BYRAM TEACHER SALARY  
2009-2010**

<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	46,025	47,025	48,025	49,125	50,225	51,325
2	47,275	48,275	49,275	50,375	51,475	52,575
3	48,525	49,525	50,525	51,625	52,725	53,825
4	49,725	50,725	51,725	52,825	53,925	55,025
5	50,765	51,765	52,765	53,865	54,965	56,065
6	52,195	53,195	54,195	55,295	56,395	57,495
7	53,700	54,700	55,700	56,800	57,900	59,000
8	55,260	56,260	57,260	58,360	59,460	60,560
9	57,170	58,170	59,170	60,270	61,370	62,470
10	59,140	60,140	61,140	62,240	63,340	64,440
11	61,515	62,515	63,515	64,615	65,715	66,815
12	63,695	64,695	65,695	66,795	67,895	68,995
13	65,715	66,715	67,715	68,815	69,915	71,015
14	67,815	68,815	69,815	70,915	72,015	73,115
15	70,395	71,395	72,395	73,495	74,595	75,695
16	73,185	74,185	75,185	76,285	77,385	78,485
17	76,530	77,530	78,530	79,630	80,730	81,830
18	84,035	85,035	86,035	87,135	88,235	89,335

\* Team leaders will be paid an annual stipend of \$500.00

**BYRAM TEACHER SALARY GUIDE  
2010-2011**

<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	47,905	48,905	49,905	51,005	52,105	53,205
2	48,905	49,905	50,905	52,005	53,105	54,205
3	49,905	50,905	51,905	53,005	54,105	55,205
4	50,905	51,905	52,905	54,005	55,105	56,205
5	51,935	52,935	53,935	55,035	56,135	57,235
6	53,360	54,360	55,360	56,460	57,560	58,660
7	54,860	55,860	56,860	57,960	59,060	60,160
8	56,420	57,420	58,420	59,520	60,620	61,720
9	58,335	59,335	60,335	61,435	62,535	63,635
10	60,305	61,305	62,305	63,405	64,505	65,605
11	62,675	63,675	64,675	65,775	66,875	67,975
12	64,855	65,855	66,855	67,955	69,055	70,155
13	66,875	67,875	68,875	69,975	71,075	72,175
14	68,975	69,975	70,975	72,075	73,175	74,275
15	71,555	72,555	73,555	74,655	75,755	76,855
16	74,345	75,345	76,345	77,445	78,545	79,645
17	77,685	78,685	79,685	80,785	81,885	82,985
18	85,185	86,185	87,185	88,285	89,385	90,485

\* Team leaders will be paid an annual stipend of \$500.00

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

**2008-2011**

<b>ACTIVITY</b>	<b>FIRST</b>	<b>SECOND</b>	<b>THIRD</b>
Soccer	\$2,449	\$2,499	\$2,499
Ass't Soccer Coach	\$1,250	\$1,300	\$1,300
Boy's Basketball	\$2,449	\$2,499	\$2,499
Girl's Basketball	\$2,449	\$2,499	\$2,499
Ass't Basketball Coach (1 boys, 1 girls)	\$1,250	\$1,300	\$1,300
Fall Intramurals	\$2,449	\$2,499	\$2,499
Spring Intramurals	\$2,449	\$2,499	\$2,499
Track	\$2,449	\$2,499	\$2,499
Track	\$2,449	\$2,499	\$2,499
Cheerleading	\$2,449	\$2,499	\$2,499
Newspaper	\$2,449	\$2,499	\$2,499
Yearbook	\$2,449	\$2,499	\$2,499
Environmental	\$2,449	\$2,499	\$2,499
Audio Visual	\$2,233	\$2,283	\$2,283
Audio Visual	\$2,233	\$2,283	\$2,283
Safety Patrol	\$1,096	\$1,146	\$1,146
Eighth Grade	\$4,191	\$4,241	\$4,241
Student Council	\$1,975	\$2,025	\$2,025
Drama Director	\$3,100	\$3,150	\$3,150
Drama Assistant	\$1,721	\$1,771	\$1,771
Graphic Arts Club	\$2,449	\$2,499	\$2,499
Graphic Arts Club	\$2,449	\$2,499	\$2,499
Webmaster	\$2,550	\$3,000	\$3,000

## 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