Final Signed Copy
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BOARD OF EDUCATION

OF THE TOWNSHIP OF BYRAM
AND

BYRAM EDUCATION ASSOCIATION

July 1, 2024 - June 30, 2027

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THIS AGREEMENT, made the 16th day of October, 2024, 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".

A. WITNESSETH

It is stipulated and agreed between the parties hereto that this Agreement as hereinafter set forth on Pages 2 through 29, and Schedules A through E 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 benefit of the parties hereto, its heirs, successors and assigns.

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

BYRAM TOWNSHIP
BOARD OF EDUCATION

ATTEST:

Theresa Ladline
Secretary

President

BYRAM EDUCATION ASSOCIATION

By:

President

ATTEST:

Carmelina Stampenberg
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:

Chief School Administrator/Superintendent
Assistant Superintendent
Business Administrator/Board Secretary
Principals
Assistant 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 insurance premiums 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 Use of School Facility Policy #7510.

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. The principal has no authority to modify or change the Agreement.

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 extent 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; and 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 Board and Association may agree to waive 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.

ARTICLE 5

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:

Primary Curriculum	Secondary Curriculum
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.

Compensation shall be paid for curriculum development work outside of the regular workday, the regular work year, or during the summer.

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.

C. Communication Management

1. Each teacher shall manage their classroom's Google Classroom or equivalent method as approved by building administration.

ARTICLE 6

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 one hundred eighty-four (184) days, with the exception of teachers new to the District, who must work one hundred eighty-five (185) days, with the extra day consisting of a second day of required orientation training. Four days shall be non-student contact days. One day of the four non-student contact days shall be a teacher orientation day. In the event of emergencies, the Board of Education reserves the right to add such additional student contact 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 are 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. "Early dismissal," "half days," and "early closing days" as used throughout this Contract shall have the same meaning and be interchangeable.

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.

The last 5 days of the school year shall include five (5) early dismissal days for students. The last 3 days shall be early dismissal for teachers.

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. The final direct deposit shall be dated as of the last official work day of the school year.

D. The school day preceding Thanksgiving, December recess and the last five (5) days prior to summer vacation will be early dismissal days. The first two (2) days of the last five (5) days prior to summer vacation will be full days for staff. Staff will need to complete their required Safe School Training (i.e., Vector training) and end of year classroom checklist before leaving on the last Early Dismissal Day. Any staff who leave on the last early dismissal day before completing the training and classroom checklist will receive a written reprimand. Early dismissal will be as defined in *N.J.A.C.*6A:32-8.3(b), 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 early dismissal 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 $42.00 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.

On evening conference days, teachers shall be permitted to leave as soon as possible after the departure of the students.

G. The Extended School Year Program shall run for as many weeks as the Board deems necessary in order to meet the needs of students. The Board determines which positions are necessary for this program. All unit members will be compensated at the rate of $42 per hour for five (5) hours for each day of the summer program worked. The Extended School Year Nurse will be compensated at the rate of $65 per hour for each day of the summer program. This includes all preparation and "break" time available for the employees. Compensation for the Extended School Year Program shall be paid by direct deposit.

ARTICLE 7

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 and Child Study Team members shall work a seven (7) hour and eight (8) minute 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. The Superintendent or designee shall determine the start and end time for teachers assigned to more than one building, by designating one building as the "start and end time building and teacher follows that building's schedule." 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.

1. Minimum of two weeks' notice except for September.

2. Meetings will be limited to forty-five minutes after the last student is dismissed or all teachers are present, whichever is later.

3. Staff with graduate courses or district extracurricular responsibilities are excused at the discretion of the building administrator.

4. 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 40 minutes. On early dismissal days, teachers shall have a 20 minute duty free lunch.

C. Teachers with homerooms will not be assigned additional duties during homeroom periods.

*During the homeroom period there will be no evaluative observations or evaluations.

D. Each teacher shall have a minimum of 200 minutes per five (5) day week of duty-free preparation time 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. 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.

Whenever possible, subject area teachers (ELA, Math, Science and Social Studies) shall receive three common planning periods per week. Subject area teachers may provide class coverage when a substitute is not available. No subject area teacher shall be without common planning time for two consecutive years.

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.

E. 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.

F. A teacher assigned during a preparation period to cover a class or activity of another teacher shall be compensated at the rate of $42.00 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 $42.00 per hour or at their current hourly rate, whichever is greater.

G. Teachers may leave the building with notice to the Principal or designee. The principal shall provide the Teachers with the identity of the designee and the notice of procedure at the beginning of the Teacher work year.

H. Teachers will be represented in the scheduling procedures (1-Intermediate, 1- Lakes, 1-Special and 1-Departmental) and their pertinent information will be considered in making new schedules.

ARTICLE 8

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 and forty (40) minutes or twenty one hundred forty (2,140) 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 paid $42.00 per hour as necessary, for that day or those hours in excess of their schedule.

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 9

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.

ARTICLE 10

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.

ARTICLE 11

TEACHER FACILITIES

A. Each school shall have an appropriately furnished room, which shall be reserved for the use of teachers as a faculty lounge.

B. Teachers who work in more than one building shall be assigned an appropriate work area and facilities in each building in which they work.

C. Space shall be available for each teacher within each instructional area in which he 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 12

TEACHER EVALUATION – *N.J.S.A.* 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 an offer to meet for 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 chief school administrator's file copy.

C. The Board shall give each non-tenured 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-tenured 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. The Board must schedule the Donaldson hearing within 30 calendar days from the nonrenewed teaching staff member's receipt of the written statement of reasons of nonrenewal. (N.J.A.C. 6A:109.1(b)). 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 had the opportunity to affix his or her signature acknowledging having received a copy of the material. 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.

ARTICLE 13

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 may 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. 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 1st 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.

ARTICLE 14

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, fiancée, partner, child, father, mother, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, and any other member of the immediate household. Such days may be taken consecutively.

   Teachers shall be required to identify the immediate family member.

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. 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 be a maximum of 200 school days. The 200 school days shall include the balance of the school year in which the leave was requested and the following year.

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 120 school days or more in any school year in which the leave is taken. Unpaid leave for teachers who have taught less than 120 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.

E. 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.

F. 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.

G. 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.

ARTICLE 15

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.

ARTICLE 16

SABBATICAL LEAVE

A. Purpose

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

B. Conditions

Sabbatical leave may he 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 full time service in the Byram Township School District. Sabbatical leave will be taken without pay.

ARTICLE 17

BENEFITS

A. Health Benefits Program

The Board shall offer health care insurance for full-time (28 hours or more) employees and dependents. 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. New employees hired after July 1, 2020 will be offered either the NJEHP or the GSHP. These employees, and existing employees who choose to enroll in these plans, will pay for health insurance in accordance with law. For all employees enrolled in the Direct Access Health Plan the following medical copays, deductibles, and OOP changes shall apply:

1. Office copay for primary care physician $20 and specialist $30;
2. Out of Network deductible individual $300/family $750;
3. Emergency Room copay $50;
4. In-network Out-of-Pocket individual $1,000/family $2,000; and
5. Implement in-patient hospital copay at $100.

B. The Board shall offer a Health Benefits Buy-Out Option in the amount of 25% of current employee premium costs, based on current eligible coverage at the time of the opt-out or $6,000, whichever is less.

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 is to be divided between the Board and the BEA in a 60%/40% ratio respectively.

D. If the current employee contribution toward health benefits premiums promulgated by Chapter 78 by the State of New Jersey should be eliminated or expires during the term of this Agreement, the November, 2011 employee contribution toward health benefits premiums shall take effect.

ARTICLE 18

MISCELLANEOUS

A. For the term of this Agreement, teachers covered by this contract will be paid $42.00 per hour for summer school, bedside instruction, detention and formal child study team meetings that exceed the seven hour day.

B. Child Study Team personnel covered under this Agreement, who have been employed in the District prior to July 2021, shall receive a 14% pay differential above their specific salary guide base, for working full-time during the extended school year. The differential shall be included in their salary as a single sum for the purpose of pension and retirement.

Child Study Team personnel hired after July 2021 who work full time during the extended school year session shall be paid a summer stipend in amount of eight thousand five hundred dollars ($8,500) and shall have their salary computed as a single sum for the purpose of pension and retirement.

C. The following salary guide will be effective from July 1, 2024 through June 30, 2027. (See Schedules A, B, and C).

D. 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 cheek. All employees shall receive salary by direct deposit.

E. Certified staff that are certified/licensed Speech-Language Pathologists (SLPs), Occupational Therapists (OTs), and Physical Therapists (PTs), who are employed by the district in active positions in these fields, shall be reimbursed by the board for the cost of the certification/licensing fee upon presentation of proof of certification/license and proof of payment as follows:

1. NJ Speech License
2. ASHA Certification
3. NJ State Occupational Therapy License
4. Physical Therapy License

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 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.

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 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.

Any teacher with the exception of teachers who are not renewed, reduced-in-force, or takes courses at the request of the Superintendent, who receives tuition reimbursement agrees to remain a teacher for three years following the last date the tuition reimbursement is paid to the teacher with the following conditions for repayment:

1. If the teacher fails to remain a teacher for a period of one year from the date the tuition reimbursement is paid, the teacher agrees to immediately repay 100% the money received as tuition reimbursement for the twelve (12) months prior to the last date of employment.

2. If the teacher fails to remain a teacher for a period of two years from the last date the tuition reimbursement is paid, the teacher agrees to immediately repay seventy-five (75%) percent of the money received as tuition reimbursement for the twenty-four (24) months prior to the last date of employment.

3. If the teacher fails to remain a teacher for a period of three years from the last date the tuition reimbursement is paid, the teacher agrees to immediately repay fifty (50%) percent of the money received as tuition reimbursement for the thirty-six (36) months prior to the last day of employment.

4. If the teacher remains a teacher for a period in excess of thirty-six (36) months from the last date the tuition reimbursement is paid, the teacher shall have no obligation to repay tuition reimbursement.

Reimbursement shall be made within 30 days of the teacher's voluntary departure from the District. This requirement shall not apply if the teacher leaves the District due to:

1. The serious illness of the teacher or a family member (in the latter situation the teacher must provide a physician's certificate establishing that the provision of such care is required);

2. Death of the employee;

3. A change of spousal employment necessitating geographic relocation as a result of the transfer within the same company or a United States military transfer; and

4. Retirement by the employee under a TPAF disability pension.

J. Extracurricular activities salary schedule shall be for the school years covered by this Agreement. (See Schedule D) New personnel with no prior experience for an activity shall start at year one.

A list of extracurricular 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 extracurricular positions within two weeks after appointments are made. Said letters shall state all duties and responsibilities.

K. Six (6) teachers involved in the spring and summer Kindergarten orientation will receive for spring orientation a payment of up to 3 hours at $42 per hour and for summer orientation a payment of up to 5 hours at $42 per hour.

L. 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.

M. 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.

N. 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 representation fees. 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 effect from July 1, 2024 through June 30, 2027. A copy of this Agreement shall be posted on the District Shared Drive within 30 days after the Agreement is signed. The Association shall be able to print the Agreement using the District's equipment.

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.

R. The Board shall not reimburse teachers for any expenses and/or stipends including but not limited to mileage reimbursement, conference reimbursement, co-curricular and extra-curricular stipends, student activities and tuition reimbursement unless the reimbursement/payment request is submitted to and acknowledged by the Business Office in accordance with the calendar for submission of requests for reimbursement posted in the faculty room, central office, and business office. The Business Office will provide a calendar for submission of requests at the beginning of the school year. Should the request for reimbursement not be submitted within the said seven (7) business day time period, reimbursement will not be paid to the teacher until the following month's regular Board meeting.

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.

SCHEDULE A

2024-2025 TEACHER SALARY GUIDE

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1-2	$58,536	$59,536	$60,536	$61,636	$62,736	$63,836
3	$59,756	$60,756	$61,756	$62,856	$63,956	$65,056
4	$60,976	$61,976	$62,976	$64,076	$65,176	$66,276
5	$62,196	$63,196	$64,196	$65,296	$66,396	$67,496
6	$63,416	$64,416	$65,416	$66,516	$67,616	$68,716
7	$64,636	$65,636	$66,636	$67,736	$68,836	$69,936
8	$65,856	$66,856	$67,856	$68,956	$70,056	$71,156
9	$67,076	$68,076	$69,076	$70,176	$71,276	$72,376
10	$68,296	$69,296	$70,296	$71,396	$72,496	$73,596
11	$69,516	$70,516	$71,516	$72,616	$73,716	$74,816
12	$71,816	$72,816	$73,816	$74,916	$76,016	$77,116
13	$74,316	$75,316	$76,316	$77,416	$78,516	$79,616
14	$76,816	$77,816	$78,816	$79,916	$81,016	$82,116
15	$79,416	$80,416	$81,416	$82,516	$83,616	$84,716
16	$82,431	$83,431	$84,431	$85,531	$86,631	$87,731
17	$85,446	$86,446	$87,446	$88,546	$89,646	$90,746
18	$88,461	$89,461	$90,461	$91,561	$92,661	$93,731
19	$91,476	$92,476	$93,476	$94,576	$95,676	$96,776

SCHEDULE B

2025-2026 TEACHER SALARY GUIDE

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	$59,076	$60,076	$61,076	$62,176	$63,276	$64,376
2-3	$60,296	$61,296	$62,296	$63,396	$64,496	$65,596
4	$61,516	$62,516	$63,516	$64,616	$65,716	$66,816
5	$62,736	$63,736	$64,736	$65,836	$66,936	$68,036
6	$63,956	$64,956	$65,956	$67,056	$68,156	$69,256
7	$65,176	$66,176	$67,176	$68,276	$69,376	$70,476
8	$66,396	$67,396	$68,396	$69,496	$70,596	$71,696
9	$67,616	$68,616	$69,616	$70,716	$71,816	$72,916
10	$68,836	$69,836	$70,836	$71,936	$73,036	$74,136
11	$70,056	$71,056	$72,056	$73,156	$74,256	$75,356
12	$72,356	$73,356	$74,356	$75,456	$76,556	$77,656
13	$74,856	$75,856	$76,856	$77,956	$79,056	$80,156
14	$77,356	$78,356	$79,356	$80,456	$81,556	$82,656
15	$79,956	$80,956	$81,956	$83,056	$84,156	$85,256
16	$82,971	$83,971	$84,971	$86,071	$87,171	$88,271
17	$85,986	$86,986	$87,986	$89,086	$90,186	$91,286
18	$89,001	$90,001	$91,001	$92,101	$93,201	$94,301
19	$92,016	$93,016	$94,016	$95,116	$96,216	$97,316

SCHEDULE C

2026-2027 TEACHER SALARY GUIDE

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1-2	$61,019	$62,019	$63,019	$64,119	$65,219	$66,319
3-4	$62,239	$63,239	$64,239	$65,339	$66,439	$67,539
5	$63,459	$64,459	$65,459	$66,559	$67,659	$68,759
6	$64,679	$65,679	$66,679	$67,779	$68,879	$69,979
7	$65,899	$66,899	$67,899	$68,999	$70,099	$71,199
8	$67,119	$68,119	$69,119	$70,219	$71,319	$72,419
9	$68,339	$69,339	$70,339	$71,439	$72,539	$73,639
10	$69,559	$70,559	$71,559	$72,659	$73,759	$74,859
11	$70,779	$71,779	$72,779	$73,879	$74,979	$76,079
12	$73,079	$74,079	$75,079	$76,179	$77,279	$78,379
13	$75,579	$76,579	$77,579	$78,679	$79,779	$80,879
14	$78,079	$79,079	$80,079	$81,179	$82,279	$83,379
15	$80,679	$81,679	$82,679	$83,779	$84,879	$85,979
16	$83,694	$84,694	$85,694	$86,794	$87,894	$88,994
17	$86,709	$87,709	$88,709	$89,809	$90,909	$92,009
18	$89,724	$90,724	$91,724	$92,824	$93,924	$95,024
19	$92,739	$93,739	$94,739	$95,839	$96,939	$98,039

SCHEDULE D

SALARY SCHEDULE - EXTRA CURRICULAR ACTIVITIES

ACTIVITY	FIRST	SECOND	THIRD
Soccer	$3,000	$3,000	$3,000
Ass't Soccer	$1,800	$1,800	$1,800
Boy's Basketball	$3,000	$3,000	$3,000
Girl's Basketball	$3,000	$3,000	$3,000
Ass't Basketball Boys	$1,800	$1,800	$1,800
Ass't Basketball Girls	$1,800	$1,800	$1,800
Fall Intramurals	$2,750	$2,750	$2,750
Spring Intramurals	$2,750	$2,750	$2,750
Track	$3,000	$3,000	$3,000
Track	$3,000	$3,000	$3,000
Newspaper	$2,750	$2,750	$2,750
Yearbook	$2,750	$2,750	$2,750
Environmental	$2,499	$2,499	$2,499
Safety Patrol	$1,395	$1,395	$1,395
Eighth Grade	$4,495	$4,495	$4,495
Student Council	$2,275	$2,275	$2,275
Drama Director	$3,650	$3,650	$3,650
Drama Assistant	$2,275	$2,275	$2,275
Environmental Club (Middle School)	$2,750	$2,750	$2,750
Environmental Club (Elementary School)	$2,750	$2,750	$2,750
Peer Leadership	$2,275	$2,275	$2,275
Band Director	$4,000	$4,000	$4,000
Choral Director	$4,000	$4,000	$4,000
Fitness Club – Fall	$2,750	$2,750	$2,750
Fitness Club – Spring	$2,750	$2,750	$2,750
STEM Club 5-6	$2,750	$2,750	$2,750
STEM Club 7-8	$2,750	$2,750	$2,750
Team Leader	$ 600	$ 600	$ 600
Frost Valley Advisor	$1,100	$1,100	$1,100
Frost Valley Nurse	$ 300	$ 300	$ 300
Frost Valley Chaperones	$ 275	$ 275	$ 275
Washington DC Chaperones	$ 275	$ 275	$ 275
Book Club	$3,000	$3,000	$3,000
Dance Chaperones	$65 per event	$65 per event	$65 per event
Basketball Site Manager	$65 per event	$65 per event	$65 per event
Track Supervisor	$42 per hour	$42 per hour	$42 per hour
Noneducational (i.e. snow removal, bus aid, bus drivers)	$35 per hour	$35 per hour	$35 per hour

SCHEDULE E

CURRICULUM LIST

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