

AGREEMENT BETWEEN THE
IRVINGTON BOARD OF EDUCATION
AND
IRVINGTON EDUCATION ASSOCIATION TEACHER UNIT

July 1, 2019 - June 30, 2024

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PREAMBLE

This agreement entered into this 20th day of April, 2020, by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF IRVINGTON NEW JERSEY hereinafter called the Board and the IRVINGTON EDUCATION ASSOCIATION -TEACHER UNIT, hereinafter called the Association.

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties, through negotiations in good faith, have reached certain agreements which they desire to set forth in this collective negotiation agreement:

NOW, THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the Board and the Association agree:

ARTICLE I

RECOGNITION CLAUSE

The Board of Education of the Township of Irvington hereby recognizes the Irvington Education Association as the exclusive bargaining representative as defined in Chapter 123 Public Laws of 1974, for all CERTIFIED TEACHING PERSONNEL UNDER CONTRACT PSYCHOLOGISTS, LDTC PERSONNEL, SOCIAL WORKERS, ALTERNATIVE SCHOOL AND CERTIFIED NURSES & COACHES UNDER CONTRACT, but excluding superintendent, assistant superintendents, principals, vice principals, assistant principals, supervisors, directors, athletic supervisor, substitute teachers, evening and summer school teachers, supervisory and executive personnel, and all non-instructional operating employees excluding secretaries and paraprofessional/assistants, and transportation who are represented by the Irvington Education Association under separate contracts as well as employees not represented by the Irvington Education Association.

The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the name of the employee organization in the bargaining or negotiation unit as above defined.

The term "Board" shall include its officers and agents:

The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to the New Jersey Employer-Employee Relations Act, Chapter 123, Laws of 1974, for the duration of this Agreement.

ARTICLE II NEGOTIATION PROCEDURE

This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good-faith effort to reach an agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October of the calendar year proceeding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all members of the negotiation unit as set forth in ARTICLE I herein and shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

On March 1, of the final year of the Agreement, the Board of Education shall utilize their data system to execute a report of all current permanent employees (*not* substitutes or per diems) covered by the collective bargaining agreement. This report will provide a roster for the employees that includes: employee name, employee job title, step on salary guide, column on salary guide, current salary, current longevity (if applicable), current health care plan (POS, PPO, etc.), current health care coverage (single, p/c, two adults, family, waived, etc.), and current employee contribution toward health care. This report will be provided in Microsoft Excel format and provided to the Association electronically no later than March 1 of the final year of the Agreement. Once verified and agreed upon, this roster will be the roster utilized for the negotiations process to determine the base cost and increment. This roster will remain unchanged unless agreed upon by both parties.

ARTICLE III BOARD'S RIGHTS CLAUSE

The Board on its own behalf, and on behalf of the citizens of the Township of Irvington New Jersey, hereby retains and reserves unto itself, without limitation, all powers, rights authority duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right.

- a) To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
- b) To hire all employees and subject to the provisions of Law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
- c) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students all as deemed necessary or advisable by the Board;
- d) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- e) To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey, and the Constitution and Laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights responsibilities and authority under Title 18A, School Laws of New Jersey, or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE IV SCHOOL CALENDAR

A completed school calendar shall be presented to the Association by the Superintendent no later than May 1st of the year preceding the school year which the calendar controls within ten (10) days of its receipt, a committee of the Association shall then have the opportunity to meet with the Superintendent to discuss the same. The Superintendent shall then make a recommendation of the school calendar to the Board and the Board shall make the final decision as to the entire school calendar.

Section 4.01 Work Year-Teachers

The in-school work year for certificated staff on a 10-month basis, shall be

One Hundred and eighty-two (182) days which pupils are in attendance. This includes days for possible emergency

closing.

Four (4) additional days for an Orientation Program to be held in August for new teachers or those who have not attended the Orientation Program previously and;

One (1) additional day for Fall Conference.

ARTICLE V TEACHER ASSIGNMENTS

Before the close of the school year, the Superintendent or the principal of the individual school will notify the teachers in the school of the anticipated classes, schedules and the school to which the teachers will be assigned in the next school year. If no such notification is received teachers shall assume that they will be returned to their same grade level, position and school building.

It is specifically understood and agreed that the Superintendent reserves the right to modify or change any assignment of class, schedule, or schools, wherever and whenever he or she may deem it necessary and advisable for the best interests of the Irvington School District; however, the Superintendent, or his or her designee, shall give written notice to a teacher who will be transferred from the assigned school.

The Superintendent shall be notified of the tentative teacher assignments in the school and anticipated grade level assignment no later than June 15th of each school year. If no such notification is received teachers shall assume that they will be returned to their same grade level position and school building. In the event that a teacher requests notification of his/her schedule and the schedule is prepared, it will be provided.

Any teacher transferred out of his/her present school, or involved in a grade or school change, shall have the right to a conference with the Superintendent of Schools within ten (10) days of the service of a written request upon the Superintendent for said conference. After a conference with the Superintendent, if a teacher is dissatisfied, the teacher shall have a right to request a meeting with the Board within ten (10) days after the conference with the Superintendent. It is specifically understood and agreed between both parties that the decision of the full Board or a committee of the Board, if so designated shall be final.

On or about June 1st of each school year, the Superintendent of Schools shall prepare tentative lists of anticipated vacancies for the following academic year in the various schools.

Employees who wish to make application for transfer or assignment to any such vacancies shall submit their request in writing, to the Superintendent of Schools and such applications shall include in order of preference, the school or schools, subject or grade desired. Selections shall be based on seniority, qualifications, integration of staff and the welfare of the children and the community. Selections shall be the sole discretion of the Superintendent and his/her decision shall be final and binding.

All teachers in the elementary schools have a duty-free lunch period of at least forty (40) minutes. All hours are to be approved by the Superintendent of Schools and the Board of Education. Teachers may leave the building during their lunch period.

Teachers required to travel to more than one school as part of their assignment shall be allowed a maximum of twenty (20) minutes traveling time per day.

ARTICLE VI LUNCHROOM AIDES

The Board agrees that it will employ aides to supervise the playground and lunchroom during the lunch period at all of the elementary schools of the Irvington School District.

It is specifically understood between both parties that it may be necessary, at times, to enlist the aid of teachers as Aides for playground and lunchroom duty; however, teachers can be assigned to these duties only after all efforts have been exhausted by the principal to enlist substitute aides

ARTICLE VII SICK LEAVE

Section 7.01 -Definitions:

Sick Leave is hereby defined to mean the absence from the post of duty of any person because of personal disability

due to illness or injury, or because the person has been excluded from school by any medical authority on account of a contagious disease, or of being quarantined for such a disease in the immediate household.

Section 7.02 - Terms

All persons who are steadily employed by the Board and who are included in the categories as set forth in Article I herein shall be allowed one paid sick day per month of contractual employment.

If any person requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year, shall be accumulative to be used for additional sick leave as needed in subsequent years.

When a teacher is personally ill for more than ten (10) school days in any school year then the days in the accumulative credit shall be used. After working in the district ninety (90) days the new hire shall receive the balance of the full complement of sick days. No person shall be allowed to increase the total accumulation by more than thirteen (13) (which includes Personal Days) days in any one year under any circumstances. Subject to this limitation, the Board of Education either by rule or by individual consideration, may fix the payment of salary in cases of absence not constituting sick leave or granting sick leave over and above the minimum sick leave as defined herein.

A written statement from the teacher for one, two or three consecutive school days of absence, due to personal illness, must be filed with the Superintendent's designee through the principal's office, within three school days from the last day of absence.

An original physician's statement, for four or more consecutive school days of absence due to personal illness, must be filed with the Superintendent, through the principal's office, on the day the employee returns from the absence. The secretary will sign and acknowledge the original physician statement and copy same returning original to teacher.

In the event of the absence of a teacher for illness, the Superintendent may, if he/she has reasonable cause to believe that there is an abuse of sick leave policy as defined in Section 7.01 herein, require examination by an independent physician, which examination is to be at the Board's expense.

Section 7.03 Accumulated Sick Day

The Board agrees to grant electronic access to each employee to view their accumulated unused sick time for the current and previous school year via employee self-access portal.

Section 7.04 Sick Bank

Sick bank members' list must be submitted to the Payroll Department no later than June 30th preceding the ensuing year in which enrollments/withdrawals become effective.

It is specifically understood and agreed that the association shall maintain records, methods, and procedures of the sick bank. Said procedures must be submitted to the Superintendent each school year prior to the opening of school and no changes can be made during the school year.

Once a district establishes a sick leave bank, the law mandates that a six-person committee will administer it. The committee is made up of three union representatives and three board representatives. No days may be drawn from the bank unless authorized by this committee. In addition to approving any withdrawals from the bank, the committee may establish standards and procedures for the operation of the bank (N.J.S.A 18A:30-10&11).

ARTICLE VIII. LEAVES OF ABSENCE

Leaves of absence with full loss of salary may be granted by the Board for a limited and definite period. No request for a leave will be considered 1) until a written application, containing a statement of the reasons for the leave of absence has been filed with the Superintendent of Schools; 2) until the Superintendent of Schools has submitted to the Board his/her recommendations with respect to the application; and 3) the Board will entertain no application for a leave of absence, except for ill health or maternity reasons, that will bring the total time of absence on leave to more than one academic year within three consecutive academic years.

Section 8.01 Ill Health

An application for a leave of absence based on ill health shall be accompanied by a physician's certificate, fully setting forth the nature of the illness and probable date when the teacher will be well enough to return to school duties. The Superintendent, before submitting his/her recommendation, or the Board, before acting on the application, may require an opinion by a school medical inspector as to the sufficiency of the applicant's medical certificate. Leave for ill health will be granted, without pay, only if the absence does not exceed the following:

1) A continuous period of absence for ill health amounting to the equivalent of more than two academic years; or 2) a continuous period of absence for ill health directly preceding or following a maternity leave of absence, amounting to the equivalent of more than one (1) academic year; 3) a total absence for ill health within four consecutive academic years amounting to the equivalent of more than three (3) academic years, except upon the special recommendation of the Superintendent; and after a physical examination of the applicant by a school medical inspector from which it shall appear that the applicant's incapacity is of a temporary duration; and, finally approved by the Board of Education. The cost of the aforementioned examination by any physician who is not a salaried member of the Board's medical staff shall be paid by the applicant. In any case where leaves of absence for ill health are granted they cannot exceed two (2) years See N.J.S.A: 18A: 16-4.

Section 8.02 Maternity and Child Care Leaves

Request from staff for leave of absence on account of pregnancy, child rearing or adoption shall be granted according to applicable State Law and regulations. Staff may at their discretion elect to apply their accumulated sick leave or personal days during their disability period related to child birth. The normal disability period is thirty (30) calendar days before and thirty (30) calendar days after the birth of the child. The sixty (60) day period of normal disability must be documented by presentation of a physician's certification of the expected date of delivery. Disability time claimed outside the normal period must be supported by additional medical verification, and is subject to challenge in accordance with state and federal law as governed by the Family Leave Act.

Employees who require child care leave will be granted only an initial leave of up to three (3) months upon request. At the expiration of said leave, upon request of the employee an extension not to exceed two (2) years will be granted for either a) medical reasons substantiated by physician's certification or; b) child care. (In no event shall the extension exceed two years).

Non-tenured employees shall only be entitled to a leave up to the expiration of their contract Non-tenured employees shall not be denied re-employment on the basis of pregnancy or leave.

A pregnant employee may be relieved from duty because her work performance has noticeably declined due to health reasons and she cannot obtain a physician's certificate that she is medically able to continue working or for other reasons applicable to all employees under Title 18A No pregnant employee may be relieved from duties solely on the fact that she is pregnant or that her pregnancy has reached a specific number of months.

Extended leave for child care may be considered on an annual school year basis.

Section 8.03 Marriage

Upon written request, subject to approval by the Board of Education after the recommendation by the Superintendent of Schools, a leave of absence, without pay, for the purpose of being married, may be granted to a contractual teacher. Said leave is not to exceed a period of two weeks.

Section 8.04 Absence Due To Death In Immediate Family

Absence due to death of mother, father, spouse and/or child shall be allowed without pay deduction up to five (5) consecutive workdays. Absence due to death of other immediate family shall be allowed without pay deduction, up to five (5) calendar days. Immediate family is defined as parents-in-laws, grandparents, grandparents-in-law, brother, sister, and immediate members of the household. Absence due to death of other relatives shall be allowed, without deduction, for one (1) day, for each death. The maximum number of one (1) day leaves under this provision shall be three (3) in any calendar year. The Board reserves the right to request documentation of death.

The death leave benefit shall not extend to deaths occurring during recess periods and holidays.

In the event of a death of any eligible family member during the school day, the employee's absence will be charged on a pro-rata basis in one-half day segments. Example, departure before twelve noon will result in a full day's charge. Departures after twelve noon will result in a half-day's absence.

Section 8.05 Quarantine

Absences classified as quarantine, not due to personal illness, shall be allowed without deduction or reduction in days of sick leave, upon filing of certificate of quarantining officer.

Section 8.06 Absence For Business or Personal Reasons

For absence of three days, for business or personal reasons, no deduction in salary shall be made, provided the teacher files a written statement with the Superintendent, through the principal's office, within five school days from the day of absence.

Unused personal days in any one school year shall be credited to the employee's accumulated sick time.

Following any leave, and when practical, the person shall be reinstated in the same position including grade level, subject and school, and providing a position in the grade level and subject exists in that school and further providing that a person with lesser seniority has been assigned to a position in that grade level and subject.

Section 8.07 Tardy Deductions

On the third and each subsequent case of tardiness in one year, employees covered under the terms and conditions of this agreement, shall forfeit one-eightieth (1/80) of the employee's monthly salary or, at the employee's option, one (!) preparation period which must be made up within one (1) month of the tardiness; report of same being submitted to the Superintendent's office through the building principal or supervisor each month. Tardiness is defined as late arrival prior to the end of period one (1). Arrival between periods two (2) through four (4) shall be charged as a half day absence. Arrival beyond the beginning of period five (5) shall be charged as a full day absence.

ARTICLE IX SABBATICAL LEAVE

Subject to applicable statutory provisions of the State of New Jersey, the Board may grant sabbatical leaves of absence for study and/or education through travel and observation to a member of the teaching staff who is also a member of the bargaining unit as set forth in ARTICLE I herein. Sabbatical leaves of absence are granted for the aforementioned professional improvement which in the opinion of the Board, shall render a benefit to the Irvington School District, subject to the following conditions:

Approval by the Board of the sabbatical leave request shall, in addition to all other conditions set forth herein, be contingent upon:

Securing a certified employee qualified to assume the applicant's duties while on leave.

A report filed by Superintendent of Schools with the Board indicating to what extent leaves of absence may be granted without detriment to the Irvington School System.

No more than one percent (1%) of the teaching staff, as set forth in ARTICLE I herein, shall be absent on sabbatical leave at any one time.

The Superintendent of Schools must approve all plans for study and/or education through travel and observation.

Written requests for sabbatical leaves of absence must be received in the Superintendent's Office no later than November 1st of the year preceding for which the leave is sought. Emergency sabbatical leaves may be granted by the Board subject to all the conditions set forth herein. All emergency applications must be submitted in writing to the Board before March 1st.

Following his/her decision, the Superintendent will submit to the President of the Irvington Education Association, a list of applicants who have applied and have been approved.

The teacher must have served the Irvington School System continuously and satisfactorily for a minimum of seven (7) years on a full time basis.

In no case shall the sabbatical leave encompass a period in excess of one (1) year.

Study for the sabbatical year as used herein, is defined as sixteen (16) points of credit, or its equivalent (as approved by the Superintendent), in an approved college or university.

All sabbatical leaves shall commence either on September 1" or February 1 ".

The sabbatical leave positions available shall be distributed as evenly as possible throughout the school system.

The teacher shall furnish reports of the study of coursework and/or study of travel to the Superintendent as follows:

An interim report at the midpoint (first Monday following January 5') of the sabbatical leave must be submitted utilizing the district's Sabbatical Leave Midpoint Report Form.

A final report within ten (10) school days after returning to regular duties utilizing the district's Return from Sabbatical Leave Report (Final).

The teacher granted such leave shall enter into a contract with the Irvington School District, wherein the teacher agrees to return to employment in the Irvington School District for period of three (3) continuous school years, commencing with the termination of the sabbatical leave.

In the event the teacher fails or refuses to return to the Irvington School District for employment after the termination of the sabbatical leave, or fails or refuses to serve the Irvington School District for three (3) continuous school years after the termination of the sabbatical leave, or fails to file the reports required in ARTICLE herein, then, and in any of those events, the teacher shall reimburse the Board for all monies paid to the teacher during the sabbatical leave.

The teacher shall not be required to reimburse the Board for failure to return to the Irvington School District after termination of the sabbatical leave, or for failure to serve continuously for three (3) school years, if the same shall be caused by illness and the teacher submits satisfactory and adequate proof to the Board. In this event, the Board shall have the right to require a medical examination to be made by a physician of its choice. If said right is exercised by the Board, the employee must submit to such examination.

Teachers on sabbatical leave of absence will be paid at the rate of two-thirds (2/3) of the salary which the teacher would have received had the sabbatical leave not been granted, and had been teaching in the Irvington School District.

Upon return from the sabbatical leave, the teacher shall be entitled to advance to the next level of the salary schedule, receiving the benefit of the salary increase while on leave and the period of the sabbatical leave shall be counted for experience rating purposes on the salary schedule as equivalent to the same period of teaching service in the school system.

During the sabbatical leave, the sick leave policy will not apply, but the Board will continue to make all the insurance payments which are made for a teacher not on sabbatical leave.

All requests for sabbatical leave must be acted upon within sixty (60) days from the date of the sabbatical leave request with the Superintendent.

ARTICLE X EVALUATIONS

Section 10.01 Evaluation of Tenured Teachers

There shall be a pre-evaluation conference with each teacher prior to direct classroom observation. Each classroom observation shall be for a full period or a full lesson, during which the evaluator shall record his/her observations on the district's Observation Form. Teachers shall receive a draft copy of the lesson observation at least four (4) days prior to an evaluation conference. Following the conference, the teacher will be given a copy of the evaluation report prepared by the evaluator, whereupon the teacher will sign indicating agreement or disagreement with the evaluation. Said evaluation will be completed within thirty (30) calendar days of the observation.

Section 10.02 Evaluation of Non-Tenured Teachers

Non-tenured teachers shall be evaluated at least three (3) times in each school year; to be followed in each instance by a written evaluation report and by a conference between the teacher and the evaluator for the purpose of identifying any deficiencies, extending systems for their correction and improving instruction. Such evaluation, in each instance, shall consist of at least three (3) in-classroom observations, each occurring on separate dates, at different times.

Section 10.03

The Board will be bound by current State law, 18A regulations and AchieveNJ evaluation procedures and policies.

ARTICLE XI CENTRAL REGISTERS

The Board agrees to apply a system for central registers in all of the schools in the Irvington School District.

ARTICLE XII PREPARATION PERIODS/CLASS COVERAGE

Section 12.01 Class Coverage in lieu of Preparation Periods

- a) Teachers in kindergarten through the 12th grade shall have five (5) preparation periods during the normal work week scheduled on a one-a-day basis where the respective school schedule allows.
- b) It is understood between both parties that no teaching staff member shall be unreasonably denied preparation periods.
- c) Any member of the teaching staff covered under the terms of this agreement, who is required to cover a class in lieu of a preparation period, shall receive:

School Year

2021 - 2024 \$40 per period (Effective 7/1/21)

- d) Payments to teachers for substitute coverage in lieu of preparation periods will be made monthly with the exception of June, to be paid following the close of school.
- e) All district nurses will receive a 45-minute preparation period and a 45-minute lunch period per day regardless of the respective school's schedule.

Section 12.02 Class Coverage for Teacher Absence

(For Elementary and Middle School ONLY -NOT APPLICABLE FOR HIGH SCHOOL)

- a) It is agreed between the Irvington Education Association and Irvington Board of Education, that throughout the term of the existing contract between the aforementioned parties, the following shall apply for class coverage payments:
- b) In the event a teacher is absent, and no substitute is available, at the discretion of the respective building principal, the absent teacher's class shall be divided in equal quarters.
- c) The teachers to whom the students are assigned shall each receive:

School Year

Rate

2016-2019 \$49 (Effective 9/1/08)

- d) Class coverage reports shall be submitted to the Assistant Superintendent of Schools for review and approval. Payments will be made accordingly.
- e) Payments to teachers for class coverage will be made monthly with the exception of June to be paid following the close of school.

Primary prep/special subject teachers shall be paid at the rate of one-sixth (1/6) of \$49 (Effective 9/1/08) for each period in which extra students are assigned as a result of teacher absence. However, no payment will be made when teacher receives an extra prep period.

Rates reflect full day coverage under section c) half coverage would be half the full day rate.

ARTICLE XIII HONORARIUMS*/ADVISORS

Honorarium for class and council advisors shall be paid subject to the approval of the Superintendent of Schools and the Board of Education to the class and council advisors as listed:

	2016-2024
ADVISOR	HONORARIUM
Freshman Class	\$1,225
Sophomore Class	\$1,284
Junior Class	\$1,575
Senior Class	\$2,159
Student Council	\$1,867
Year Book	\$2,451
Newspaper	\$2,101
Senior Play	\$3,093
Honor Society	\$2,451
Super Sound Stage	\$2,182
Senior Play Music Director (when required)	\$3,093
High School Treasurer	\$2,334
Handbook Coordinator	\$2,451
Peer Advisor	\$2,334
Peer Advisor Assistant	\$1,750
Forensics	\$2,451
Multipot Dance Company	\$1,750
Gospel Choir	\$2,101

Head Coach Clinics	\$37/hr. (\$39 effective 7/1/18)
Ass't. Coach Clinics	\$37/hr. (\$39 effective 7/1/18)
Elementary & Middle School	\$37/hr. (\$39 effective 7/1/18)
ROTC	\$2,000
Robotics	\$2,000
African American Heritage Club	\$2,000
Consumer Bowl	\$2,000
Home Instruction	\$37/hr. (\$39 effective 7/18/18)

* It is specifically understood and agreed that the honorarium will not be part of the salary or compensation and the payment is not a charge on the basis of compensation for the purpose of computing pension benefits. It is further agreed that the Student Council and Class Advisors shall not exceed two (2) in each category, and one (1) advisor in the category of yearbook, newspaper and senior play advisor.

* One half of the honorarium shall be paid on or about February 15th of the school year and the balance shall be paid prior to June 30th. Both payments require approval by the High School Principal and the Superintendent of Schools.

* Recommendations for renewal for advisory positions shall be made on an annual basis through the Advisor Performance Review.

* Effective July 1, 2016, clubs created by the Superintendent shall be paid at the hourly rate.

ARTICLE XIV DISRUPTIVE STUDENT GUIDELINES

Section 14.01 A Disruptive pupil (a definition)

- a) A pupil who is guilty of continued and willful defiance of authority.
- b) A pupil who is guilty of the habitual use of profanity or of obscene language.
- c) A pupil who shall deface or do damage to school property.
- d) A pupil whose conduct would cause continuing danger to the well being of other pupils.
- e) A pupil who assaults a teacher or other school employees, or who threatens physical assault.

Section 14.02 Aims and Objectives

- a) The maintenance of good classroom control so that learning can take place.
- b) The protection of teachers, other pupils and school property.
- c) Procedures to determine and control disruptive pupils.

Section 14.03 Responsibility

- a) Pupil discipline is the mutual responsibility of both teachers and administrators in all school areas.
- b) Pupil discipline in the classroom and/or during student activities shall be the responsibility of the teacher in charge; however, serious disciplinary infractions and disruptive pupils, whose behavior does not respond to a teacher's disciplinary actions, and whose actions interfere with the learning of other pupils, shall be referred to the principal or his designee. It shall be the responsibility of the principal, or his designee, to deal with all disciplinary cases referred to him/her.

Section 14.04 Guidelines for a teacher in reporting a "disruptive pupil"

- a) The teacher must maintain a dated record of events and acts which are disruptive to normal classroom activity.
- b) Cite steps taken to prevent continuing or further acts of disruption as:
 - 1. Discussion of the problem with the pupil at a time other than the class period.
 - 2. Conference with the principal, or his designee, about the pupil and the problem(s).
 - 3. Discussion with the guidance counselor and/or other teachers involved with the pupil to determine whether problem is unique to one class or prevalent in many.
 - 4. In every case where the pupil is to be referred to the principal, or his designee, a written report, such as a "Disciplinary Card" must be submitted.
 - 5. In extreme cases where immediate action on the part of the teacher or help from administrators is necessary, steps 1-2-3 may be omitted.

Section 14.05 Alternative Action(s) taken by the principal or his designee based upon the seriousness of the situation.

- a) Immediate removal from the class or activity involved.
- b) Conference with the pupil and assign detention.
- c) Conference with the pupil and a "Home for Parent".
- d) Conference with the pupil and suspension from school for a specific period of time.
- e) Conference with the pupil and suspension from school for a specific period of time and referral to Special Services for evaluation and recommendation of direction to be taken, final decision(s) to rest with the

Superintendent of Schools.

f) Reassignment of a pupil mutually recognized by principal and teacher as a serious disciplinary problem or definite, unresolvable personality conflict will be made only after consultation with all teachers involved. No teacher is to be overburdened with such pupils.

g) **Any and all actions taken by a principal or administrator in regards to the pupil must be communicated to the teacher, in writing, via hard copy or email, within three (3) school days of the disposition of the resolution.**

All such measures will result in a conference that may include pupil, parent, administrator and the teacher, if time and circumstances permit. (Approved 6/20/73)

ARTICLE XV UNLAWFUL ACTIVITIES

The Association agrees it will not engage in any unlawful activities under the Laws of the State of New Jersey.

All teachers who are arrested for an indictable offense shall report said arrest in writing within twelve (12) calendar days to the Superintendent. Any teacher convicted of an indictable offense must notify the Board within seven (7) days.

ARTICLE XVI GRIEVANCE PROCEDURE

Section 16.01 Definitions

A grievance is a claim by a teacher or the Association based upon interpretation, applicable or violation of this agreement, policies or administrative decisions affecting the terms and conditions of employment.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable to the following instances;

- a) The failure or refusal of the Board to renew a contract of a non-tenured employee;
- b) In matters where a method of review is prescribed by law, or by any rule, regulation, or by-law, of the State Commissioner of Education, or the State Board of Education;
- c) In matters where the Board is without authority to act;
- d) In matters involving the sole and unlimited discretion of the Board. The term "employee" shall mean any regularly employed individual who is a member of the negotiation unit as set forth in ARTICLE I herein.

The term "representative" shall include any organization, agency or person authorized or designated by any employee, or any group of employees, or by the Association, or by the Board to act on its or their behalf and to represent it, or them.

The term "immediate" supervisor shall mean the person to whom the aggrieved employee is directly responsible under the organizational chart prevailing in this School District.

The term "party" means an aggrieved employee, his immediate supervisor the school principal, or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with procedures herein established.

Section 16.02 Procedure

An aggrieved employee shall institute action under the provisions hereof within thirty (30) school days of the occurrence complained of, or within thirty (30) school days after he/she would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.

An employee processing of a grievance shall be assured freedom from restraint interference, coercion, discrimination or reprisal.

In the presentation of a grievance, the employee shall have the right to present an appeal or to designate an authorized representative of the Irvington Education Association to appear with and represent the employee at any step in the appeal. A minority organization shall not have the right to present or process a grievance.

Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

In the event a grievance should be filed by any employee who is not subject to the jurisdiction of any principal, or who may be answerable to more than one principal, the employee shall discuss the grievance initially with the Superintendent and if dissatisfied with the determination may appeal to the Board in accordance with the provisions herein set forth.

In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) school days of the issuance of said order, ruling or directive, or within ten (10) school days of the time when same have been brought to the employee's attention, by filing with the Secretary of the Board a writing setting forth:

- a) The order, ruling or determination complained of;
- b) The factual basis of the complaint;
- c) A request for a hearing, if desired;
- d) Identifying the entire specific grievant;
- e) Identifying the specific contract provisions alleged to have been violated if any; and
- f) Stating the specific relief sought.

A copy of the writings set forth above shall be served upon the Superintendent, who shall forward his/her reply to the aggrieved employee and the Board of Education, or a designated committee of the Board, as the case may be.

Upon receipt of a grievance filed under the above provisions, the procedure shall be set forth in Levels 2, 3, and 4 of this Agreement.

All employees who are members of the bargaining unit as set forth in ARTICLE I herein shall be entitled to resort to the full procedure herein above set forth.

No grievance proceedings shall be scheduled during working hours.

Section 16.03 Levels

Level One

An employee shall first discuss the grievance orally with the immediate supervisor Director or principal. Where the immediate supervisor is below rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. **If a decision is not resolved to the employee's satisfaction then an official Level One grievance shall be filed in which the immediate supervisor, director or principal must respond, in writing, within five (5) school days.** The said immediate supervisor shall make a record of the time and date of this discussion and a copy delivered to the grievant

Level Two

If the grievance is not resolved to the employee's satisfaction within five (5) school days from the determination referred to in Level One above, the employee shall submit his/her grievance to the Superintendent of Schools, in writing, specifying in detail, the following paragraphs with copies to be submitted to the school principal and to the immediate supervisor of the aggrieved employee.

- a) The nature of the grievance;
- b) The results of the previous discussion;
- c) The basis of the dissatisfaction with the determination: and
- d) Each of the components required in Section 16.02

Within seven (7) school days from the receipt of the written grievance (unless a different period is mutually agreed upon) the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard. Within seven (7) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and the representative, if there be one, of his/her determination and shall forward a copy of said determination to the school principal and to the immediate supervisor of the aggrieved employee.

Level Three

In the event of the failure of the Superintendent to act in accordance with the provisions of Level Two (2), and/or, in the event a determination by him/her in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) school days of the determination by him/her, may appeal to the Board of

Education. When an appeal is taken to the Board, there shall be submitted by the appellant:

The writing set forth in Levels One and Two and a further statement in writing, setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.

If the appellant, in his/her appeal to the Board does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may on its own, conduct a hearing, or it may request submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall give the right to reply thereto. When the appellant requests, in writing, a hearing shall be held by the Board or the Personnel Committee. The Board, or said committee, shall make a determination within fifteen (15) school days from the receipt of the grievance and shall, in writing, notify the employee, the representative, if there be one, the principal and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

Level Four

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after the employee has first met with the Board or the committee, the employee may, within fifteen (15) calendar days after a decision by the Board, or the committee, or fifteen (15) school days after the employee's first meeting with the Association submit the grievance to arbitration. A copy of said request shall be submitted to the Board within the aforementioned times specified.

If the Association determines that the grievance is meritorious and that submitting it to arbitration is in the best interest of the teacher and the school system, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person. Failure to act within the time specified in this paragraph shall be deemed to constitute an abandonment of the grievance.

Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall agree to submit the grievance to PERC for a list of Arbitrators to be mutually selected. The parties shall be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an Arbitrator.

The Arbitrator so selected will confer with representatives of the Board and the Association and hold hearings promptly and will issue a decision no later than twenty (20) school days from the date of the close of the hearings, or the filing of briefs, if briefs are filed, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision which adds to, or deletes from this Agreement, which requires the commission of an act prohibited by law, or which is violation of terms of this Agreement. The decision of the Arbitrator shall be final and binding on the parties. The costs for the services of the Arbitrator, including per diem expenses, if any, actual and necessary travel expenses, subsistence expenses, if any, and the cost of the hearing room, shall be borne equally by the Board and the Association.

ARTICLE XVII INSURANCE PROTECTION

Section 17.01 Medical-Prescription-Dental-Vision Plan

The Board agrees to pay the premium cost of a private health plan that is equal to or better than the SEHBP Direct 10 subject to any health care premium deductions required by state law, including brand name/generic/mail order prescription plan for all full time employees covered by this Agreement and their immediate families (spouse and eligible children).

The Board agrees to pay 100% of the premium cost for a dental and vision plan for all full time employees covered by this Agreement and their immediate families (spouse and eligible children), effective July 1, 2017.

Prior to executing any change in carrier, the Board shall discuss with the Association in good faith the proposed changes. The Board will provide all relevant data concerning the new Program. If required by the Association, the Board shall arrange for consultation between the Insurance carrier and the appropriate officers of the Association, prior to executing any contemplated change.

Employees who wish to avail themselves of the aforesaid insurance coverage must make application for coverage to the Board for themselves and for all eligible members of their family who wish to be covered by insurance Benefit levels

shall remain equal to or better than the existing plans if and when the Board changes carriers.

Section 17.02 Retirement Benefits

Any employee covered under the terms of this Agreement, who retires after twenty-five (25) years of employment with Irvington School District, shall be entitled to fully paid health benefits (excluding dental and vision). The employee's surviving spouse, if enrolled prior to the employee retirement shall be entitled to health retirement benefits (excluding dental and vision) with premium paid 100% by the Board. This provision will sunset on July 1, 2020. Any employee hired after July 1, 2000, will not be eligible for Board paid retiree benefits, regardless of years of service.

Any employee covered under the terms and conditions of this Agreement, who has twenty-five (25) years of contribution into the Teachers Pension and Annuity Fund and meets the other requirements of the State of New Jersey Health Plan shall be entitled to fully paid health benefits as offered by the State of New Jersey, if he/she elects to do so.

Any employee covered under the terms and conditions of this Agreement and meets the requirements for the State of New Jersey Health Retirement Benefits and selects the State of New Jersey Health (Retirement) Plan, shall receive Family Dental coverage benefits with the premium paid 100% by the Board of Education. This provision shall only apply to employees who have retired on or before July 1, 2017.

Any employee covered under the terms of this Agreement, who retires after twenty (20) years of service with Irvington School District and has attained age 65 or over at time of retirement shall be entitled to fully paid health benefits, including prescription and excluding dental and vision. The employee's surviving spouse, if enrolled prior to the date of employee retirement, shall be entitled to aforementioned retirement benefits with premium paid 100% by the Board. This provision will sunset on July 1, 2020. Any employee hired after July 1, 2000, will not be eligible for Board paid retiree benefits, regardless of years of service or age.

Section 17.03 Health Reimbursement Fund for Active Employees

The parties agree to maintain the Health Reimbursement fund (Currently operated by a Fund Manager) established through P.E.R.C. for active employees, with an annual amount of \$50,000.00. The annual \$50,000.00 amount shall not be cumulative or carried over from contract year to contract year. Said fund for active employees shall discontinue effective June 30, 2019.

Section 17.04 Health Reimbursement Fund for Retirees

The parties agree to maintain the Health Reimbursement Fund (currently operated by a Fund Manager) established through P.E.R.C. for retired employees (or retired employee's spouses whom were previously receiving benefits under the Irvington Health Retirement Benefits Plan) who retired from the district on or before July 1, 2020, with an annual amount of \$100,000.00. The annual \$100,000.00 amount shall not be cumulative or carried over from contract year to contract year. Said fund for the aforementioned retired employees (or spouses) shall be continued annually until such a time that the parties renegotiate an end date to this provision.

Section 17.05 Healthcare Premium Contribution Calculation

Effective July 1, 2014, the Healthcare Premium contributions established by State law, shall NOT be recalculated, regardless of any salary change, which may have increased the contribution amount under the law. Effective January 1, 2017, the employee's Healthcare premium contribution shall remain "frozen" at the specific dollar amount being paid by the employee during the first pay period of January 2017, until June 30, 2022.

- Any new Employee hired during or after the first pay period of 2017, shall remain "frozen" at the specific dollar amount as required under the Healthcare Premium contribution rates in effect during said pay period of January 2018.
- Effective the first pay period of July 2022, the employees shall make the maximum contribution toward the Healthcare Premium based upon their January - July 2022 salary amount(s), as required by State law.
- Effective January 1, 2017, any employee who changes their level of

Healthcare Coverage (e.g. Single to Family, or Family to Employee/Spouse), shall contribute toward Healthcare Premium based upon the new level of coverage rate, established during the first pay period of January 2017.

Section 17.06

Employees option to waive insurance coverage from Irvington Board of Education are entitled to 25% of the premium of the plan they are entitled by law or \$5,000.00, whichever is less. Said money will be disbursed to the employee in two equal payments.

ARTICLE XVIII BOARD - STAFF RELATIONS COMMITTEE

The Board has heretofore established a committee of Board members which is known as the "Board-Staff Relations Committee." In addition to any other duties imposed upon the committee by the Board, the Committee shall have the following duties:

- A. The committee shall meet three (3) times a year with three (3) representatives of the Association to discuss matters of mutual interest.
- B. These meetings may be called by either the Association or the Committee.
- C. The Committee is not required to have its full membership present at each of these meetings.
- D. The Committee chairperson will arrange for the meetings at a time and place agreeable to both parties.
- E. A decision will be reached within thirty (30) days on matters brought before this Committee.

ARTICLE XIX ALTERATION OF AGREEMENT CLAUSE

No agreement or amendment shall be binding on any of the parties hereto unless such agreement is made and executed, in writing, between the parties.

ARTICLE XX ASSOCIATION'S RIGHTS CLAUSE

1) The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room to post various materials including those which inform members of political endorsements by the association. The Association shall also be assigned adequate space on the bulletin board in the Central Office for Association notices.

a) Association notices to its members related to information about endorsed candidates for political office shall be reserved to those areas outlined that are not generally visible to the public or students.

b) The Association shall not post on its bulletin board any material having to do with the candidacy for the school board members in the annual school election.

2) The Association shall have the right to use the inter-school mail facilities and school mailboxes.

3) The Board agrees to furnish to the Association, in response to reasonable requests, information concerning the educational program.

4) a. The President of the Association shall have three (3) consecutive teaching periods, followed by one (1) preparation period with no other assignments. The balance of the regular school day may be used to conduct Irvington Education Association business, providing the President does not abuse the privilege. The Superintendent and the Board of Education reserve the right to terminate this schedule if there are any abuses and the President shall be assigned a regular teaching assignment.

b. If 4a is not in the best interest of improving student achievement, the current IEA President would assume the position of Dean of Students at Irvington High School for the duration of his/her term in office. Following the term of office the president would be entitled to return to his/her previous position held without losing any tenure in the position or the district.

As a Dean of Students, the President would report to the High School for a morning half day of 3 hours between

7:30 to 11:00am. As this is a non-classroom position there would be no need for preparation time.

c. It is further understood that the Association President shall be allowed the equivalent of six (6) full day's release time per year for Association business away from the school, provided the President notifies the Superintendent of Schools in advance. Said release time shall be exclusive of daily release time already afforded the President of the Association.

5) Any changes in the "rules and regulations" of the Board of Education pertaining to the teachers, will not be made without notification to the Irvington Education Association.

6) Any criticisms by a supervisor, administrator or board member of a teacher's instructional methods shall not be made in the presence of students, parents or at public gatherings.

7) No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

8) The Board and the Association agree that the Association shall have the right to use school buildings at reasonable times for meetings and other Association activities within the provisions of the Board rules and regulations; said use to be with the prior approval of the Board

Secretary or his/her designated representative.

9) The Board agrees that all rights given to the teaching staff in Chapter 123, other pertinent laws of the State of New Jersey, the Constitution of the State of New Jersey and the United States are guaranteed to employees.

10) The Board agrees that all rights contained in the statutes of the State of New Jersey pertaining to protection of teachers, persons and property, including right to legal representation property protection, medical coverage, etc., shall be extended to teachers.

11) Transportation Expenses - All mileage, in lieu of actual expenses of transportation allowed any employee covered under the terms of the Agreement, traveling by their own automobile on approved school-related business, away from their designated post of any duty, shall be reimbursed at a rate no higher than the State rate which is set by the OMB circular (currently \$.31/mile). Said reimbursement shall be made after signed approval by the Superintendent of Schools and Board and based on a duly submitted and executed voucher.

12) Teachers shall be permitted to leave the building with their students on those days when they are, involved in a school-sponsored function held on that evening.

13) The Board agrees to furnish the Association, in response to reasonable requests, from time to time, all available information which may be necessary to process any grievance or complaint.

14) Copiers may be used by the Association President, Vice-President, Secretary and Treasurer with prior approval of the principal or Superintendent. The Association shall pay for all supplies incident to such use as well as for any damage and/or repairs caused by such use. Permission may be denied when utilization is too cumbersome or interferes with other school use at the discretion of the principal or Superintendent.

15) The Director of Health Benefits shall provide information to the Association concerning various seminars and workshops regarding healthcare benefits. The Association may, from time to time, select a representative to attend such meetings on a reasonable basis, during school hours. Absence shall be charged as a professional day. The Association shall bear the cost of any incidental costs (e.g., travel, lodging, meals, etc.).

16) Up to six (6) Association representatives shall be released at 3:15 p.m. in order to attend no more than one Association meeting per month, September through June.

ARTICLE XXI TEACHERS' RIGHTS

1) No teacher shall be disciplined or reprimanded without just cause. Any such action by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

2) A teacher shall be entitled, upon request, to have a representative of the Association present at any conference or part of a conference at which a written reprimand or other warning is issued.

3) No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' school day and shall be permitted to leave fifteen (15) minutes after the close of the pupils' school day, with the exception of scheduled principals' meetings, supervisory meetings, workshops and emergency meetings as may be

required by the Superintendent of Schools. Teachers shall not be involuntarily assigned a schedule with more than three (3) instruction periods without a break (break defined as preparation period or lunch break). This provision shall not apply to the alternate school teachers and physical education teachers. Furthermore, in the event of scheduling and other practical problems associated with implementation, the Association agrees to reopen negotiations on this issue.

- 4) Staff members required to attend administrative meetings will be released no later than one (1) hour after the close of the school day. Administrative meetings will be on Tuesdays. There will be a maximum of four (4) meetings per month. In the event that a meeting is not held on one of the first four Tuesdays of the month due to the district being closed, such meeting will take place on a fifth Tuesday of the same month if available. If a fifth Tuesday of the same month is not available, the meeting that was not held will not be rescheduled. The rescheduling of a cancelled meeting may only occur one (1) time per school year. Administrative meetings shall not be scheduled on Fridays and/or preceding a holiday, unless in the opinion of the building principal an emergency exists.
- 5) Teaching staff members who request to be excused from the Outdoor Education Program Assignment shall be reassigned to other duties within the district during the time they would have been assigned at the Outdoor Education Center.
- 6) In the event teachers are required to participate beyond three (3) post school activities exclusive of meetings as defined in this ARTICLE, the teaching staff member(s) shall receive payment in the amount of \$60 for each post school activity beyond three (3).
- 7) Teachers shall be on school premises for the purpose of preparing their respective classrooms, on and after September 1st, during normal hours all providing they register in the building office.
- 8) No employee shall be subject to criticism from a supervisor, administrator, or board member in front of other Irvington employees, students or public unless circumstances otherwise warrant.
- 9) It is the goal of the Board of Education, to the extent practicable and reasonable to provide a safe environment for staff.
- 10) The district shall take reasonable measures to provide security to staff members attending evening activities of their school.
- 11) The Board shall give full support, (including legal and other assistance) where appropriate, to any staff member assaulted while carrying out assigned duties. If necessary, sufficient release time without loss of pay shall be granted to any staff member to file a police complaint in connection with any assault.
- 12) The Superintendent shall see that district policy and applicable laws are complied with/as they relate to student violence and vandalism, including the completion of appropriate reports and scheduling of expulsion hearings for students involved.
- 13) Staff members shall be reimbursed for reasonable costs of any clothing or other personal property stolen while on the job or damaged as the direct result of an assault against them, assuming proper documentation is provided to the Board.
- 14) The mentoring language as per the district's handbook will be included in the teacher's agreement.
- 15.) The parties agree to establish a Health/Safety Committee comprised of Administration and IEA members.
- 16.) Effective July 1, 2017, teachers employed on a ten (10) month basis shall have a choice to be paid in twenty (20) equal semi-monthly installments over ten (10) months, or twenty-four (24) payments reflecting a ten percent (10%) reduction from the employee's gross pay during the ten (10) month period of employment. (N.J.S.A. 18A:29-3). Teachers seeking to take advantage of proposed installment payments must be enrolled by September 1st of each school year.

ARTICLE XXII EVALUATION OF STUDENTS

The teacher shall have the primary responsibility to determine grades and other evaluations of students within the grading policies of the Irvington School District, based upon the professional judgment of available criteria pertinent to any given subject area, or activity to which the teacher is responsible. A grade or evaluation may be changed only after consultation with the teacher.

A grade or evaluation may only be changed by the principal after consulting with the teacher, and the teacher remains with objection, same shall be noted on the record.

However, this clause could not be enforced if, in any way, it would present actual and significant interference with boards' rights to change grades in a timely manner.

ARTICLE XXIII TERMINAL PAY ON BASIS OF SICK LEAVE

A. Any employee with fifteen (15) years or more of service with the Irvington Board of Education may, upon termination of employment, receive the following compensation:

Accumulated sick days up to a maximum of 120 days will be paid at a rate of \$80 per day. For employees hired on or after July 1, 1993, (unless otherwise negotiated in a subsequent Agreement) the maximum number of reimbursable days shall be 100 days.

B. Any employee with twenty (20) years or more of service with the Irvington Board of Education may, upon termination of employment, receive the following compensation:

Accumulated sick days up to a maximum of 125 days will be paid at a rate of \$100 per day. For employees hired on or after July 1, 1993, (unless otherwise negotiated in a subsequent Agreement) the maximum number of reimbursable days shall be 105 days.

C. Any employee with twenty-five (25) years or more of service with the Irvington Board of Education, may, upon termination of employment, receive the following compensation:

Accumulated sick days up to a maximum of 150 days will be paid at a rate of \$120 per day. For employees hired on or after July 1, 1993, (unless otherwise negotiated in a subsequent Agreement) the maximum number of reimbursable days shall be 125 days.

It is specifically understood and agreed that terminal pay shall only be paid once for each employee during employee's term(s) of employment with the Irvington Board of Education.

If an active employee under contract is deceased but otherwise eligible for 'terminal pay on basis of sick leave' under the terms and conditions of this Agreement, payment shall be made to the estate of the employee'.

Payment shall be forfeited in cases of tenure dismissal.

Pursuant to law, anyone hired after May 21, 2010 is precluded from ever receiving a payment for unused sick leave of more than \$15,000 and may only receive payout upon retirement. 18A:30-3.5

Terminal pay under this ARTICLE may be paid as a lump sum or as yearly installments for a period of up to five years following separation, at the employee's option. If the District authorizes early retirement, a five year payout is required.

Effective July 1, 2005, new hires with (25) years or more of service with the Irvington Board of Education shall upon retirement be eligible to collect pension, voluntary separation, or in the event of a layoff shall receive the following compensation: \$120/day of accumulated sick days to a maximum of 150 days. Employees or staff hired prior to July 1, 2005 shall receive terminal pay according to sections a, b, and c of this Article.

For budgetary purposes, notification of intent to retire shall be made to the Board of Education one school year prior to the date of separation, except in extraordinary circumstances. In the event one year advance notice is not given, there may be a delay in payment not to exceed one year from the date of separation.

ARTICLE XXIV IN-SERVICE WORKSHOPS/TUITION REIMBURSEMENT

When deemed necessary by the Superintendent of Schools and approved by the Board of Education, in-service professional improvement programs may be established. Approved in-service programs conducted during the school year as teacher institutes, will be held in lieu of the afternoon session. ~~Approved in-service courses, when conducted, will be given credit towards a 5th or 6th year level upon successful completion of the courses and after certification by the~~

~~Superintendent of Schools. Credits will be given as follows:~~

~~A. A ten (10) hour approved course will receive one (1) graduate credit;~~

~~B. A twenty (20) hour approved course will receive two (2) graduate credits;~~

~~C. A thirty (30) hour approved course will receive three (3) graduate credits;~~

~~A maximum of twelve (12) credits toward a fifth or sixth year level may be granted to teachers upon successful completion of in-service courses at the discretion of the Superintendent of Schools. Teachers attending training will be paid at the daily rate of \$100 per day in lieu of credits. This option is not available for training completed during release time.~~

During the term of this Agreement the following shall apply:

Effective September 1, 2016, there shall be established a tuition reimbursement fund with a maximum amount of \$150,000 per year. Teachers shall be eligible for tuition reimbursement up to the amount of \$4,500 per year. Tuition reimbursement shall be for teaching related courses only. Teachers wishing to apply for reimbursement shall submit such request along with the amount requested and sufficient information concerning the course to comply with the criteria above to the Superintendent within four (4) weeks of registering for the course. June 1st will be the last day for accepting applications under the current language of this ARTICLE. The Superintendent or his/her designee shall respond to the applicant no later than four weeks after receipt indicating if reimbursement is approved.

If an excess of teachers apply for the \$150,000 reimbursement, then the first complement of teachers utilizing the \$150,000 maximum completing their application shall be paid, and the remaining staff shall be paid first out of the subsequent years allocation (if said fund is agreed to and continues). Effective April 1, 2004, employees who have separated from employment from the Irvington School District other than for purposes of retirement will forfeit entitlement to reimbursement.

Employees agree to stay with the Irvington School District for one (1) year after the completion of their last course. Teachers who leave the district within one (1) year after the last date of the course shall reimburse the district 100% of that course.

ARTICLE XXV GUIDE FOR THE ADMINISTRATION OF SALARIES FOR TEACHERS

The within teachers' salary guide shall in no way affect the rights, liabilities, or salaries of anyone not specifically covered by this guide.

Section 25.01

Whenever a person shall hereafter accept office, position, or employment as a member in any school district of this State, the initial place on the salary schedule shall be at such point as may be agreed upon by the member and the employing Board of Education. (N.J.S.A. 18A:29-9)

The Board shall grant a minimum of five (5) years guide credit for documented public school training experience. Additional salary guide credit may be granted by the Board for related school or non-school experience outside the district, at its sole discretion.

Within the maximum credit heretofore mentioned above full credit may be given for military experience up to four years. (N.J.S.A. 18A:29-11)

The above provisions shall not be retroactive in relation to persons presently employed.

Section 25.02

The steps of the salary schedule are designed to reward a teacher for performing effectively in the teaching and other professional assignment.

The regular increment shall be the amount listed for the particular step on the attached schedule. Any other adjustment shall be in addition to the regular increment.

No regular increment or increase shall be granted to any educational personnel whose record or duties are considered unsatisfactory by the superior and reported by letter through the regular chain of command, to the Superintendent of Schools for review and action by the Board of Education. (N.J.S.A. 18A:29-14)

No increment shall be withheld for unsatisfactory performance unless the employee has received notice of deficiency with specific recommendation(s) for improvement, 60 calendar days prior to the Board action to withhold said increment. Staff receiving unsatisfactory notice shall be reevaluated, prior to recommendation(s) to the Board, to assess improvements.

Teaching staff members who complete five (5) months or more of active service in a school year shall advance a step and receive their full increment. Teaching staff members with less than five (5) months of the required active service shall not receive an increment and remain on their guide step for the following school year.

Section 25.03 Attainment of New Level

When a staff member completes the requirements for a new level, said teacher on a form supplied by the Board, 1) shall notify the Superintendent's Office that the new level has been attained, and; 2) shall submit said form for approval on or before September 5th or February 5th of the current school year in order to attain approval and subject to the following:

Upon confirmation by official transcript from the college or university, adjustments will be retroactive to September 1st or February 1st, whichever is applicable. It is specifically understood and agreed that no retroactive payment for attaining a new level will be granted except for the current school year in which application is made, and only up to the aforementioned cut-off dates as listed, and it is further agreed that in no case shall the retroactivity exceed the later school calendar date as listed.

Master's Degree equivalent means thirty-two (32) graduate (insertion of graduate in section becomes effective January 1, 2010) credits beyond Bachelor's Degree. Sixth year means sixty-four (64) graduate (insertion of graduate in section becomes effective January 1, 2010) credits beyond Bachelor's and including a Master's Degree.

Courses to be taken for (submitted in lieu of) Master's Degree and graduate (insertion of graduate in section becomes effective January 1, 2010) courses to be taken and submitted for the sixth year level must be approved, in advance, by the Superintendent of Schools.

Any member of the teaching staff, who earns a placement on the fifth year level or sixth year level, while in the employ of this school district, shall have their salary adjusted to the new level.

Any member of the teaching staff, who receives an earned Doctorate from an approved university, while in the employ of this school district, shall be advanced a total of \$3,000 when the aforesaid degree is earned and approved.

Initially when earned, \$1,000 will be issued for the Doctorate. An additional \$2,000 will be awarded on the member's anniversary date thereafter; the total amount (\$3,000) will be issued annually.

Section 25.04 Special Assignments

Teachers employed in special programs or unique positions whose workday and/or year exceed that of normal schedule shall have their salary adjusted and calculated on a prorated basis of the teacher guide.

School Psychologists covered under this Agreement shall receive, in addition to their salary per the salary guide, an additional \$1,300 pursuant to Article IV, Section 4.01.

Effective June 30, 2007, the Child Study Team work completed over the summer months shall be compensated on a per diem rate of 1/200th the annual salary for a full day's work. The work schedule for team members shall be developed by the Special Services Director.

Effective July 1, 2008, the hourly rate for all teaching staff will be \$37. Effective July 1, 2018, the hourly rate for all teaching staff shall be \$39. Effective July 1, 2021, the hourly rate shall be \$40. This shall apply to teaching staff (i.e., not coaching or athletic assignments) hired for summer or other extra compensation positions for which no separate stipend has been negotiated, except that this provision shall not pertain to government funded and grant programs.

This provision became effective January 1, 2004, and shall remain in effect unless negotiated in subsequent agreement.

Section 25.05 Longevity

Effective July 1, 1993, (unless otherwise negotiated in a subsequent Agreement) all longevity is eliminated, except that, in the event that the Board elects to participate in the State Early Retirement Incentive Program, then, any teacher electing early retirement pursuant to the State Program, who otherwise would have been eligible to receive longevity under the language of the contract expired on June 30, 1993, shall be credited with said longevity.

Section 25.06 Teachers' Salary Guides

For salary guides see Figures 1, 1A, 2, 3 & 4.

Section 25.07 Coaches' Salary Guide

For salary guides see figures 5 & 6.

The Step 1 or (base) coaches' salary is for the years of appointment in the respective sport.

Subject to appointment and approval by the Board of Education, after one (1) year experience in the respective sport, coaches and assistants escalate to the second step.

Subject to appointment and approval by the Board of Education, after two (2) years experience in the respective sport, coaches and assistants escalate to the third step.

Credit for experience will be granted to coaches or assistants previously employed in another school district based upon the recommendation of the Superintendent and approved by the Board of Education.

Compensation dispersed upon the completion of each sport shall be approved by the High School principal and countersigned by the Athletic Director and forwarded directly to the Payroll Department. Said payment, after approval, will be made within thirty (30) days receipt by the Payroll Department. The Trainer and the Strength/Conditioning Coach will be paid in three (3) equal installments after each of the three sport seasons.

ARTICLE XXVI REDUCTIONS-IN-FORCE

The Board agrees that it will comply with the law with respect to the effectuation of any reduction in force or abolition of a position.

ARTICLE XXVII REPRESENTATIVE FEE

Section 27.01 Purpose of Fee

If a member of the bargaining unit covered under the terms of this Agreement does not become a member of the Association during any membership year, (i.e., from September 1st to the following August 31) prospectively, which is covered in whole or in part by this Agreement said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

Section 27.02 Amount of Fee

Notification - Prior to the beginning of each membership year, the Association will notify the Board, in writing, of amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members shall not exceed 85% of that amount.

Legal Maximum - In order to adequately offset the per capita cost of the services rendered by the Association as majority representative, the representation fee should be equal in the amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law.

Section 27.03 Deduction and Transmission Fee

Notification - Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board, a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from salaries of such employees, in accordance with Paragraphs A and B below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

Payroll Deduction Schedule - The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership

year in question. The deductions will begin with the first paycheck paid; fifteen (15) calendar days after receipt of the aforesaid list by the Board.

A. 15 calendar days after receipt of the aforesaid list by the Board; or

B. 45 calendar days after the employee begins employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position, or was on layoff, in which event, the deductions will begin the first paycheck paid fifteen (15) calendar days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

Termination of Employment - If an employee who is required to a representation fee terminates employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this ARTICLE, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

Mechanics - Except as otherwise provided in this ARTICLE, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

New Employees - On or about the 1st day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who were actively employed in a bargaining unit position, as defined in this agreement, during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.

Save Harmless - It is specifically understood and agreed that the Irvington Education Association and its parent organization (N.J.E.A.) shall indemnify and hold the Irvington Board of Education 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 Irvington Board of Education in conformance with this provision.

FIGURE 1 -TEACHERS' SALARY GUIDES - BACHELOR'S DEGREE*

Step	2019-20 BA	2020-21 BA	2021-22 BA	2022-23 BA	2023-24 BA
1	55,774				
2	56,274	56,554	56,704		
3	56,874	57,054	57,204	58,954	60,814
4	57,874	58,054	57,704	59,454	61,314
5	59,274	59,254	58,904	59,954	61,814
6	61,404	61,254	60,904	60,954	62,314
7	63,804	63,604	62,904	63,154	63,314
8	66,604	66,004	65,304	65,554	65,614
9	69,504	68,504	67,804	68,054	68,114
10	72,504	71,504	70,804	71,054	71,114
11	75,504	74,704	74,004	74,254	74,314
12	78,804	78,004	77,504	77,754	77,814
13	82,804	83,004	83,004	83,454	83,514
14	89,304	89,804	90,304	90,804	91,304
14A	95,363	95,863	96,363	96,863	97,363

It is agreed between the parties that because of salary step/schedule revisions, an employee is not necessarily placed on a step which reflects that employee's "years of service."

* Guide cost includes increment.

Each person shall move one step on the Guide each year. (1-13)

Effective 2013 -14 school year, those persons on Step 13 of the Guide shall move to Step 14 A, provided the person has completed over 14 years teaching experience in the Irvington School District. All others persons shall move to Step 14.

+ \$1,000 when degree is earned and approved.

+ \$2,000 additional in the year following attainment of maximum.

Maximum to be attained for earned Doctorate is \$3,000.

FIGURE 3- TEACHERS' SALARY GUIDES - SIXTH YEAR LEVEL/DOCTORATE*

	2019-20	2020-21	2021-22	2022-23	2023-24
	6h	6h	6h	6h	6h
Step	Yr/DOC	Yr/DOC	Yr/DOC	Yr/DOC	Yr/DOC
1	61,185				
2	61,685	61,965	62,115		
3	62,285	62,465	62,615	64,365	66,225
4	63,285	63,465	63,115	64,865	66,725
5	64,685	64,665	64,315	65,365	67,225
6	67,115	66,965	66,615	66,665	68,025
7	69,515	69,315	68,615	68,865	69,025
8	72,915	72,315	71,615	71,865	71,925
9	76,515	75,515	74,815	75,065	75,125
10	80,515	79,515	78,815	79,065	79,125
11	85,215	84,415	83,715	83,965	84,025
12	90,515	89,715	89,215	89,465	89,525
13	96,315	96,515	96,515	96,965	97,025
14	103,515	104,015	104,515	105,015	105,515
14A	110,074	110,574	111,074	111,574	112,074

It is agreed between the parties that because of salary step/schedule revisions, an employee is not necessarily placed on a step which reflects that employee's "years of service."

* Guide cost includes increment.

Each person shall move one step on the Guide each year. (1-13)

Effective 2013 -14 school year, those persons on Step 13 of the Guide shall move to Step 14 A, provided the person has completed over 14 years teaching experience in the Irvington School District. All others persons shall move to Step 14.

+ \$1,000 when degree is earned and approved.

+ \$2,000 additional in the year following attainment of maximum.

Maximum to be attained for earned Doctorate is \$3,000.

FIGURE 2 - TEACHERS' SALARY GUIDES – MASTER'S DEGREE*

Step	2019-20 MA	2020-21 MA	2021-22 MA	2022-23 MA	2023-24 MA
1	56,771				
2	57,271	57,551	57,701		
3	57,871	58,051	58,201	59,951	61,811
4	58,871	59,051	58,701	60,451	62,311
5	60,271	60,251	59,901	60,951	62,811
6	62,301	62,151	61,801	61,851	63,211
7	64,601	64,401	63,701	63,951	64,111
8	67,501	66,901	66,201	66,451	66,511
9	70,901	69,901	69,201	69,451	69,511
10	74,801	73,801	73,101	73,351	73,411
11	79,201	78,401	77,701	77,951	78,011
12	84,101	83,301	82,801	83,051	83,111
13	89,401	89,601	89,601	90,051	90,111
14	96,101	96,601	97,101	97,601	98,101
14A	102,360	102,860	103,360	103,860	104,360

It is agreed between the parties that because of salary step/schedule revisions, an employee is not necessarily placed on a step which reflects that employee's "years of service."

* Guide cost includes increment.

Each person shall move one step on the Guide each year. (1-13)

Effective 2013 -14 school year, those persons on Step 13 of the Guide shall move to Step 14 A, provided the person has completed over 14 years teaching experience in the Irvington School District. All others persons shall move to Step 14.

+ \$1,000 when degree is earned and approved.

+ \$2000 additional in the year following attainment of maximum.

Maximum to be attained for earned Doctorate is \$3,000

FIGURE 4- COACHES' SALARY GUIDES 2019-20

Head Asst.			Head Asst.			Head Asst.		
Band Director/Drill Master			Flag Squad & Color Guard			Strength/Conditioning		
(F/W/S)*								
Step 1	5,473	NA	Step 1	3,114	NA	Step 1	2,644	NA
Step 2	6,269	NA	Step 2	3,516	NA	Step 2	2,850	NA
Step 3	6,864	NA	Step 3	3,913	NA	Step 3	3,074	NA
Step 4	7,478	NA	Step 4	4,408	NA	Step 4	3,425	NA
Baseball			Football			Student Trainer/Advisor		
Step 1	5,199	3,502	Step 1	6,716	3,617	Step 1	3,670	NA
Step 2	5,672	3,845	Step 2	7,322	4,096	Trainer		
Step 3	6,151	4,171	Step 3	7,952	4,572	Step 1	7,348	NA
Step 4	6,740	4,437	Step 4	8,459	4,899	Step 2	8,021	NA
Bowling			Girls Basketball			Step 3	8,773	NA
Step 1	3,173	NA	Step 1	6,002	3,617	Step 4	9,196	NA
Step 2	3,461	NA	Step 2	6,453	3,728	Volleyball		
Step 3	3,782	NA	Step 3	6,923	4,572	Step 1	3,248	2,520
Step 4	4,283	NA	Step 4	7,232	4,928	Step 2	3,647	2,850
Boys Basketball			Girls Soccer			Step 3	4,045	3,166
Step 1	6,002	3,617	Step 1	5,199	3,563	Step 4	4,345	3,455
Step 2	6,453	3,728	Step 2	5,672	4,031	Winter Cheerleader Advisor		
Step 3	6,923	4,572	Step 3	6,151	4,599	Step 1	2,644	1,920
Step 4	7,232	4,928	Step 4	6,740	4,806	Step 2	2,850	2,286
Boys Soccer			Girls Softball			Step 3	3,074	2,711
Step 1	5,199	3,563	Step 1	5,199	3,502	Step 4	3,425	3,032
Step 2	5,672	4,031	Step 2	5,672	3,845	Winter Track		
Step 3	6,151	4,599	Step 3	6,151	4,171	Step 1	3,114	1,921
Step 4	6,740	4,806	Step 4	6,740	4,437	Step 2	3,516	2,286
Boys Tennis			Girls Tennis			Step 3	3,641	2,711
Step 1	3,227	2,496	Step 1	3,227	2,496	Step 4	4,099	3,032
Step 2	3,747	2,833	Step 2	3,747	2,833	Wrestling		
Step 3	4,280	3,178	Step 3	4,280	3,178	Step 1	5,199	3,502
Step 4	4,714	3,455	Step 4	4,714	3,455	Step 2	5,672	3,845
Cheerleader Advisor			Spring Track			Step 3	6,151	4,171
Step 1	2,644	2,038	Step 1	4,051	2,710	Step 4	7,783	4,437
Step 2	2,850	2,286	Step 2	4,593	3,066	Cross Country		
Step 3	3,074	2,711	Step 3	5,319	3,418	Step 1	3,227	2,496
Step 4	3,425	3,032	Step 4	5,757	3,700	Step 2	3,747	2,833
						Step 3	4,280	3,178
						Step 4	4,714	3,455

*Fall/Winter & Spring

FIGURE 5- COACHES' SALARY GUIDES 2020-21

Head	Asst.	Head	Asst.	Head	Asst.
Band Director/Drill Master		Flag Squad & Color Guard		Strength/Conditioning	
(F/W/S)*					
Step 1	5,573 NA	Step 1	3,214 NA	Step 1	2,744 NA
Step 2	6,369 NA	Step 2	3,616 NA	Step 2	2,950 NA
Step 3	6,964 NA	Step 3	4,013 NA	Step 3	3,174 NA
Step 4	7,578 NA	Step 4	4,508 NA	Step 4	3,525 NA
Baseball		Football		Student Trainer/Advisor	
Step 1	5,299 3,602	Step 1	6,816 3,717	Step 1	3,770 NA
Step 2	5,772 3,945	Step 2	7,422 4,196	Trainer	
Step 3	6,251 4,271	Step 3	8,052 4,672	Step 1	7,448 NA
Step 4	6,840 4,537	Step 4	8,559 4,999	Step 2	8,121 NA
Bowling		Girls Basketball		Step 3	8,873 NA
Step 1	3,273 NA	Step 1	6,102 3,717	Step 4	9,296 NA
Step 2	3,561 NA	Step 2	6,553 3,828	Volleyball	
Step 3	3,882 NA	Step 3	7,023 4,672	Step 1	3,348 2,620
Step 4	4,383 NA	Step 4	7,232 5,028	Step 2	3,747 2,950
Boys Basketball		Girls Soccer		Step 3	4,145 3,266
Step 1	6,102 3,717	Step 1	5,299 3,663	Step 4	4,445 3,555
Step 2	6,553 3,828	Step 2	5,772 4,131	Winter Cheerleader Advisor	
Step 3	7,023 4,672	Step 3	6,251 4,699	Step 1	2,744 2,020
Step 4	7,332 5,028	Step 4	6,840 4,906	Step 2	2,950 2,386
Boys Soccer		Girls Softball		Step 3	3,174 2,811
Step 1	5,299 3,663	Step 1	5,299 3,602	Step 4	3,525 3,132
Step 2	5,772 4,131	Step 2	5,772 3,945	Winter Track	
Step 3	6,251 4,699	Step 3	6,251 4,271	Step 1	3,214 2,021
Step 4	6,840 4,906	Step 4	6,840 4,537	Step 2	3,616 2,386
Boys Tennis		Girls Tennis		Step 3	3,741 2,811
Step 1	3,327 2,596	Step 1	3,327 2,596	Step 4	4,199 3,132
Step 2	3,847 2,933	Step 2	3,847 2,933	Wrestling	
Step 3	4,380 3,278	Step 3	4,380 3,278	Step 1	5,299 3,602
Step 4	4,814 3,555	Step 4	4,814 3,555	Step 2	5,772 3,945
Cheerleader Advisor		Spring Track		Step 3	6,251 4,271
Step 1	2,744 2,138	Step 1	4,151 2,810	Step 4	7,883 4,537
Step 2	2,950 2,386	Step 2	4,693 3,166	Cross Country	
Step 3	3,174 2,811	Step 3	5,419 3,518	Step 1	3,327 2,596
Step 4	3,525 3,132	Step 4	5,857 3,800	Step 2	3,847 2,933
				Step 3	4,380 3,278
				Step 4	4,814 3,555

*Fall/Winter & Spring

FIGURE 6- COACHES' SALARY GUIDES 2021-22

Head	Asst.	Head	Asst.	Head	Asst.
Band Director/Drill Master		Flag Squad & Color Guard		Strength/Conditioning	
(F/W/S)*					
Step 1	5,673 NA	Step 1	3,314 NA	Step 1	2,844 NA
Step 2	6,469 NA	Step 2	3,716 NA	Step 2	3,050 NA
Step 3	7,064 NA	Step 3	4,113 NA	Step 3	3,274 NA
Step 4	7,678 NA	Step 4	4,608 NA	Step 4	3,625 NA
Baseball		Football		Student Trainer/Advisor	
Step 1	5,399 3,702	Step 1	6,916 3,817	Step 1	3,870 NA
Step 2	5,872 4,045	Step 2	7,522 4,296	Trainer	
Step 3	6,351 4,371	Step 3	8,152 4,772	Step 1	7,548 NA
Step 4	6,940 4,637	Step 4	8,659 5,099	Step 2	8,221 NA
Bowling		Girls Basketball		Step 3	8,973 NA
Step 1	3,373 NA	Step 1	6,202 3,817	Step 4	9,396 NA
Step 2	3,661 NA	Step 2	6,653 3,928	Volleyball	
Step 3	3,982 NA	Step 3	7,123 4,772	Step 1	3,448 2,620
Step 4	4,483 NA	Step 4	7,432 5,128	Step 2	3,847 2,950
Boys Basketball		Girls Soccer		Step 3	4,245 3,266
Step 1	6,202 3,817	Step 1	5,399 3,763	Step 4	4,545 3,555
Step 2	6,653 3,928	Step 2	5,872 4,231	Winter Cheerleader Advisor	
Step 3	7,123 4,772	Step 3	6,351 4,799	Step 1	2,844 2,120
Step 4	7,432 5,128	Step 4	6,940 5,006	Step 2	3,050 2,486
Boys Soccer		Girls Softball		Step 3	3,274 2,911
Step 1	5,299 3,663	Step 1	5,399 3,702	Step 4	3,625 3,232
Step 2	5,772 4,131	Step 2	5,872 4,045	Winter Track	
Step 3	6,251 4,699	Step 3	6,351 4,371	Step 1	3,314 2,121
Step 4	6,840 4,906	Step 4	6,940 4,537	Step 2	3,716 2,486
Boys Tennis		Girls Tennis		Step 3	3,841 2,911
Step 1	3,427 2,696	Step 1	3,427 2,696	Step 4	4,299 3,232
Step 2	3,947 3,033	Step 2	3,947 3,033	Wrestling	
Step 3	4,480 3,378	Step 3	4,480 3,378	Step 1	5,399 3,702
Step 4	4,914 3,655	Step 4	4,914 3,655	Step 2	5,872 4,045
Cheerleader Advisor		Spring Track		Step 3	6,351 4,371
Step 1	2,844 2,238	Step 1	4,251 2,910	Step 4	7,983 4,637
Step 2	3,050 2,486	Step 2	4,793 3,266	Cross Country	
Step 3	3,274 2,911	Step 3	5,519 3,618	Step 1	3,427 2,696
Step 4	3,625 3,232	Step 4	5,957 3,900	Step 2	3,947 3,033
				Step 3	4,480 3,378
				Step 4	4,914 3,655

FIGURE 7- COACHES' SALARY GUIDES 2022-23

Head	Asst.	Head	Asst.	Head	Asst.
Band Director/Drill Master		Flag Squad & Color Guard		Strength/Conditioning	
(F/W/S)*					
Step 1	5,773 NA	Step 1	3,414 NA	Step 1	2,944 NA
Step 2	6,569 NA	Step 2	3,816 NA	Step 2	3,150 NA
Step 3	7,164 NA	Step 3	4,213 NA	Step 3	3,374 NA
Step 4	7,778 NA	Step 4	4,708 NA	Step 4	3,725 NA
Baseball		Football		Student Trainer/Advisor	
Step 1	5,499 3,802	Step 1	7,016 3,917	Step 1	3,970 NA
Step 2	5,972 4,145	Step 2	7,622 4,396	Trainer	
Step 3	6,451 4,471	Step 3	8,252 4,872	Step 1	7,648 NA
Step 4	7,040 4,737	Step 4	8,759 5,199	Step 2	8,321 NA
Bowling		Girls Basketball		Step 3	9,073 NA
Step 1	3,473 NA	Step 1	6,302 3,917	Step 4	9,496 NA
Step 2	3,761 NA	Step 2	6,753 4,028	Volleyball	
Step 3	4,082 NA	Step 3	7,223 4,872	Step 1	3,548 2,820
Step 4	4,583 NA	Step 4	7,532 5,228	Step 2	3,947 3,150
Boys Basketball		Girls Soccer		Step 3	4,345 3,366
Step 1	6,302 3,917	Step 1	5,499 3,863	Step 4	4,645 3,755
Step 2	6,753 4,028	Step 2	5,972 4,331	Winter Cheerleader Advisor	
Step 3	7,222 4,872	Step 3	6,451 4,899	Step 1	2,944 2,220
Step 4	7,532 5,228	Step 4	7,040 5,106	Step 2	3,150 2,586
Boys Soccer		Girls Softball		Step 3	3,374 3,011
Step 1	5,499 3,863	Step 1	5,499 3,802	Step 4	3,725 3,332
Step 2	5,972 4,331	Step 2	5,972 4,145	Winter Track	
Step 3	6,451 4,899	Step 3	6,451 4,471	Step 1	3,414 2,221
Step 4	7,040 5,106	Step 4	7,040 4,737	Step 2	3,816 2,586
Boys Tennis		Girls Tennis		Step 3	3,941 3,011
Step 1	3,527 2,796	Step 1	3,527 2,796	Step 4	4,399 3,332
Step 2	4,047 3,133	Step 2	4,047 3,133	Wrestling	
Step 3	4,580 3,478	Step 3	4,580 3,478	Step 1	5,499 3,802
Step 4	5,014 3,755	Step 4	5,014 3,755	Step 2	5,972 4,145
Cheerleader Advisor		Spring Track		Step 3	6,451 4,471
Step 1	2,944 2,338	Step 1	4,351 3,010	Step 4	8,083 4,737
Step 2	3,150 2,586	Step 2	4,893 3,366	Cross Country	
Step 3	3,374 3,011	Step 3	5,619 3,718	Step 1	3,527 2,796
Step 4	3,725 3,332	Step 4	6,057 4,000	Step 2	4,047 3,123
				Step 3	4,580 3,478
				Step 4	5,014 3,755

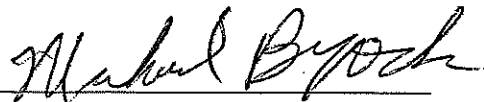
FIGURE 8- COACHES' SALARY GUIDES 2023-24

Head	Asst.	Head	Asst.	Head	Asst.
Band Director/Drill Master		Flag Squad & Color Guard		Strength/Conditioning	
(F/W/S)*					
Step 1	5,873 NA	Step 1	3,514 NA	Step 1	3,044 NA
Step 2	6,669 NA	Step 2	3,916 NA	Step 2	3,250 NA
Step 3	7,264 NA	Step 3	4,313 NA	Step 3	3,474 NA
Step 4	7,878 NA	Step 4	4,808 NA	Step 4	3,825 NA
Baseball		Football		Student Trainer/Advisor	
Step 1	5,599 3,802	Step 1	7,116 4,017	Step 1	4,070 NA
Step 2	6,072 4,145	Step 2	7,722 4,496	Trainer	
Step 3	6,551 4,471	Step 3	8,352 4,972	Step 1	7,748 NA
Step 4	7,140 4,737	Step 4	8,859 5,299	Step 2	8,421 NA
Bowling		Girls Basketball		Step 3	9,173 NA
Step 1	3,573 NA	Step 1	6,402 4,017	Step 4	9,596 NA
Step 2	3,861 NA	Step 2	6,853 4,128	Volleyball	
Step 3	4,182 NA	Step 3	7,323 4,972	Step 1	3,648 2,620
Step 4	4,683 NA	Step 4	7,632 5,328	Step 2	4,047 2,950
Boys Basketball		Girls Soccer		Step 3	4,445 3,266
Step 1	6,402 4,017	Step 1	5,599 3,963	Step 4	4,745 3,555
Step 2	6,853 4,128	Step 2	6,072 4,431	Winter Cheerleader Advisor	
Step 3	7,322 4,972	Step 3	6,551 4,999	Step 1	3,044 2,320
Step 4	7,632 5,328	Step 4	7,140 5,206	Step 2	3,250 2,686
Boys Soccer		Girls Softball		Step 3	3,474 3,111
Step 1	5,599 3,963	Step 1	5,599 3,902	Step 4	3,825 3,432
Step 2	6,072 4,431	Step 2	6,072 4,245	Winter Track	
Step 3	6,551 4,999	Step 3	6,551 4,571	Step 1	3,514 2,321
Step 4	7,140 5,206	Step 4	7,140 4,837	Step 2	3,916 2,686
Boys Tennis		Girls Tennis		Step 3	4,041 3,111
Step 1	3,627 2,896	Step 1	3,627 2,896	Step 4	4,499 3,432
Step 2	4,147 3,233	Step 2	4,147 3,233	Wrestling	
Step 3	4,680 3,578	Step 3	4,680 3,578	Step 1	5,599 3,902
Step 4	5,114 3,855	Step 4	5,114 3,855	Step 2	6,072 4,245
Cheerleader Advisor		Spring Track		Step 3	6,551 4,571
Step 1	3,044 2,438	Step 1	4,451 3,110	Step 4	8,183 4,837
Step 2	3,250 2,686	Step 2	4,993 3,466	Cross Country	
Step 3	3,474 3,111	Step 3	5,719 3,818	Step 1	3,627 2,896
3Step 4	3,825 3,432	Step 4	6,157 4,100	Step 2	4,147 3,233
				Step 3	4,680 3,578
				Step4	5,114 3,855

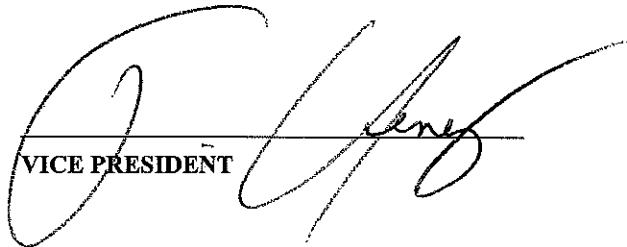
*Fall/Winter & Spring

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and have set their hand and seals thereon, executing this Agreement by their duly authorized agents on this **15th day of February, 2018**

IRVINGTON EDUCATION ASSOCIATION

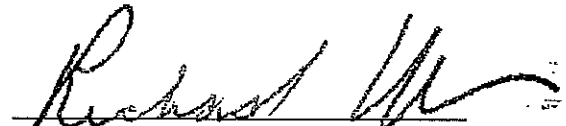


PRESIDENT

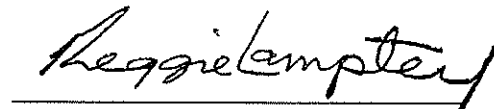


VICE PRESIDENT

IRVINGTON BOARD OF EDUCATION



PRESIDENT



BOARD SECRETARY

6/10/20
re

2018-19 Irvington Teachers			
Step	BA	MA	6h Yr/DOC
1	55,474	56,471	60,885
2	56,074	57,071	61,485
3	56,874	57,871	62,285
4	57,874	58,871	63,285
5	59,274	60,271	64,685
6	61,374	62,271	67,085
7	63,774	64,571	69,485
8	66,774	67,671	73,085
9	69,774	71,171	76,785
10	72,874	75,171	80,885
11	75,974	79,671	85,685
12	79,274	84,571	90,985
13	82,974	89,571	96,485
14	88,804	95,601	103,015
14A	94,863	101,860	109,574

2019-20 Irvington Teachers			
Step	BA	MA	6h Yr/DOC
1	55,774	56,771	61,185
2	56,274	57,271	61,685
3	56,874	57,871	62,285
4	57,874	58,871	63,285
5	59,274	60,271	64,685
6	61,404	62,301	67,115
7	63,804	64,601	69,515
8	66,604	67,501	72,915
9	69,504	70,901	76,515
10	72,504	74,801	80,515
11	75,504	79,201	85,215
12	78,804	84,101	90,515
13	82,804	89,401	96,315
14	89,304	96,101	103,515
14A	95,363	102,360	110,074

2020-21 Irvington Teachers			
Step	BA	MA	6h Yr/DOC
2	56,554	57,551	61,965
3	57,054	58,051	62,465
4	58,054	59,051	63,465
5	59,254	60,251	64,665
6	61,254	62,151	66,965
7	63,604	64,401	69,315
8	66,004	66,901	72,315
9	68,504	69,901	75,515
10	71,504	73,801	79,515
11	74,704	78,401	84,415
12	78,004	83,301	89,715
13	83,004	89,601	96,515
14	89,804	96,601	104,015
14A	95,863	102,860	110,574

2021-22 Irvington Teachers			
Step	BA	MA	6h Yr/DOC
2	56,704	57,701	62,115
3	57,204	58,201	62,615
4	57,704	58,701	63,115
5	58,904	59,901	64,315
6	60,904	61,801	66,615
7	62,904	63,701	68,615
8	65,304	66,201	71,615
9	67,804	69,201	74,815
10	70,804	73,101	78,815
11	74,004	77,701	83,715
12	77,504	82,801	89,215
13	83,004	89,601	96,515
14	90,304	97,101	104,515
14A	96,363	103,360	111,074

2022-23 Irvington Teachers			
Step	BA	MA	6h Yr/DOC
3	58,954	59,951	64,365
4	59,454	60,451	64,865
5	59,954	60,951	65,365
6	60,954	61,851	66,665
7	63,154	63,951	68,865
8	65,554	66,451	71,865
9	68,054	69,451	75,065
10	71,054	73,351	79,065
11	74,254	77,951	83,965
12	77,754	83,051	89,465
13	83,454	90,051	96,965
14	90,804	97,601	105,015
14A	96,863	103,860	111,574

2023-24 Irvington Teachers			
Step	BA	MA	6h Yr/DOC
3	60,814	61,811	66,225
4	61,314	62,311	66,725
5	61,814	62,811	67,225
6	62,314	63,211	68,025
7	63,314	64,111	69,025
8	65,614	66,511	71,925
9	68,114	69,511	75,125
10	71,114	73,411	79,125
11	74,314	78,011	84,025
12	77,814	83,111	89,525
13	83,514	90,111	97,025
14	91,304	98,101	105,515
14A	97,363	104,360	112,074

6/10/20
RL

2018-19 Irvington Secretaries

Step	A10	A12	B10	B12	C12
1-3	33,187	39,302	35,411	41,337	44,198
4	33,395	39,510	35,619	41,545	44,406
5	33,603	39,718	35,827	41,753	44,614
6	33,811	39,925	36,034	41,961	44,821
7	34,254	40,305	36,648	42,616	45,535
8	35,955	41,779	38,315	44,295	47,389
9	37,790	43,768	39,983	46,092	49,419
10	39,662	45,875	41,680	48,409	51,540
11	43,422	50,758	45,248	52,959	55,745
12	45,390	52,694	47,291	54,843	57,597
13	47,457	54,630	49,335	56,726	59,450
13A	49,960	57,067	51,826	59,137	61,845
14	52,938	59,979	54,791	62,023	64,715

2019-20 Irvington Secretaries

Step	A10	A12	B10	B12	C12
1	33,762	39,877	35,986	41,912	44,773
2-4	33,970	40,085	36,194	42,120	44,981
5	34,178	40,293	36,402	42,328	45,189
6	34,386	40,500	36,609	42,536	45,396
7	34,829	40,880	37,223	43,191	46,110
8	36,530	42,354	38,890	44,870	47,964
9	38,365	44,343	40,558	46,667	49,994
10	40,237	46,450	42,255	48,984	52,115
11	43,997	51,333	45,823	53,534	56,320
12	45,965	53,269	47,866	55,418	58,172
13	48,032	55,205	49,910	57,301	60,025
13A	50,535	57,642	52,401	59,712	62,420
14	53,513	60,554	55,366	62,598	65,290

2020-21 Irvington Secretaries

Step	A10	A12	B10	B12	C12
1	34,452	40,567	36,676	42,602	45,463
2	34,660	40,775	36,884	42,810	45,671
3-5	34,868	40,983	37,092	43,018	45,879
6	35,076	41,190	37,299	43,226	46,086
7	35,519	41,570	37,913	43,881	46,800
8	37,220	43,044	39,580	45,560	48,654
9	39,055	45,033	41,248	47,357	50,684
10	40,927	47,140	42,945	49,674	52,805
11	44,687	52,023	46,513	54,224	57,010
12	46,655	53,959	48,556	56,108	58,862
13	48,722	55,895	50,600	57,991	60,715
13A	51,225	58,332	53,091	60,402	63,110
14	54,203	61,244	56,056	63,288	65,980

2021-22 Irvington Secretaries

Step	A10	A12	B10	B12	C12
1	35,082	41,197	37,306	43,232	46,093
2	35,290	41,405	37,514	43,440	46,301
3	35,498	41,613	37,722	43,648	46,509
4-6	35,706	41,820	37,929	43,856	46,716
7	36,149	42,200	38,543	44,511	47,430
8	37,850	43,674	40,210	46,190	49,284
9	39,685	45,663	41,878	47,987	51,314
10	41,557	47,770	43,575	50,304	53,435
11	45,317	52,653	47,143	54,854	57,640
12	47,285	54,589	49,186	56,738	59,492
13	49,352	56,525	51,230	58,621	61,345
13A	51,855	58,962	53,721	61,032	63,740
14	54,833	61,874	56,686	63,918	66,610

2022-23 Irvington Secretaries

Step	A10	A12	B10	B12	C12
1	35,857	41,972	38,081	44,007	46,868
2	36,065	42,180	38,289	44,215	47,076
3	36,273	42,388	38,497	44,423	47,284
4	36,481	42,595	38,704	44,631	47,491
5-7	36,924	42,975	39,318	45,286	48,205
8	38,625	44,449	40,985	46,965	50,059
9	40,460	46,438	42,653	48,762	52,089
10	42,332	48,545	44,350	51,079	54,210
11	46,092	53,428	47,918	55,629	58,415
12	48,060	55,364	49,961	57,513	60,267
13	50,127	57,300	52,005	59,396	62,120
13A	52,630	59,737	54,496	61,807	64,515
14	55,608	62,649	57,461	64,693	67,385

2023-24 Irvington Secretaries

Step	A10	A12	B10	B12	C12
1	36,627	42,742	38,851	44,777	47,638
2	36,835	42,950	39,059	44,985	47,846
3	37,043	43,158	39,267	45,193	48,054
4	37,251	43,365	39,474	45,401	48,261
5	37,694	43,745	40,088	46,056	48,975
6-8	39,395	45,219	41,755	47,735	50,829
9	41,230	47,208	43,423	49,532	52,859
10	43,102	49,315	45,120	51,849	54,980
11	46,862	54,198	48,688	56,399	59,185
12	48,830	56,134	50,731	58,283	61,037
13	50,897	58,070	52,775	60,166	62,890
13A	53,400	60,507	55,266	62,577	65,285
14	56,378	63,419	58,231	65,463	68,155

6/10/20 PL

2018-19	Irvington Security	
Step	Security	Attendance
1-2	32,286	38,956
3	32,786	39,456
4	33,286	39,956
5	33,486	40,356
6	34,686	41,356
7	35,836	41,856
8	36,986	42,356
9	38,486	43,356
10	40,486	44,856
11	43,831	47,491

2019-20	Irvington Security	
Step	Security	Attendance
1	33,166	39,836
2-3	33,666	40,336
4	34,166	40,836
5	34,366	41,236
6	35,566	42,236
7	36,716	42,736
8	37,866	43,236
9	39,366	44,236
10	41,366	45,736
11	44,711	48,371

2020-21	Irvington Security	
Step	Security	Attendance
1	33,666	40,336
2	34,166	40,836
3-4	34,666	41,336
5	34,866	41,736
6	36,066	42,736
7	37,216	43,236
8	38,366	43,736
9	39,866	44,736
10	41,866	46,236
11	45,211	48,871

2021-22	Irvington Security	
Step	Security	Attendance
1	34,211	40,881
2	34,711	41,381
3	35,211	41,881
4-5	35,411	42,281
6	36,611	43,281
7	37,761	43,781
8	38,911	44,281
9	40,411	45,281
10	42,411	46,781
11	45,756	49,416

2022-23	Irvington Security	
Step	Security	Attendance
1	34,671	41,341
2	35,171	41,841
3	35,671	42,341
4	35,871	42,741
5-6	37,071	43,741
7	38,221	44,241
8	39,371	44,741
9	40,871	45,741
10	42,871	47,241
11	46,256	49,916

2023-24	Irvington Security	
Step	Security	Attendance
1	35,051	41,721
2	35,551	42,221
3	36,051	42,721
4	36,251	43,121
5	37,451	44,121
6-7	38,601	44,621
8	39,751	45,121
9	41,251	46,121
10	43,251	47,621
11	46,756	50,416

MEMORANDUM OF AGREEMENT
IRVINGTON TOWNSHIP BOARD OF EDUCATION

5/14/2020

And the
IRVINGTON EDUCATION ASSOCIATION (IEA)

April 20, 2020

The negotiating committees for the Irvington Township Board of Education (the "Board") and the Irvington Education Association (the "IEA") hereby agree to recommend the following to their respective members for ratification. Initially, the Board and the IEA agree to incorporate all terms and conditions of the Collective Bargaining Agreement that expired on June 30, 2019 into the successor Collective Bargaining Agreement, except for the modifications set forth below.

The parties further agree that all issues/proposals not previously agreed to and not mentioned herein are withdrawn. All other language in the Collective Bargaining Agreements that ultimately expired on June 30, 2019 shall continue in the new contract and will remain status quo.

Monetary:

2019-2020:	3.5%
2020-2021:	3.0%
2021-2022:	3.0%
2022-2023:	3.0%
2023-2024:	3.0%

All monetary settlement will be retroactive to July 1, 2019. All salary guides will be mutually developed.

Health Benefit Contribution:

The health benefit employee contributions have been frozen within the current collective bargaining agreements. Said freeze was set to expire on June 30, 2020. The parties agree that this freeze will be extended to June 30, 2022. Upon the expiration, the parties agree to contribute to health benefits as per PL 2011 Chapter 78 Tier 4.

Other Compensation:

Coaches:

2019-2020:	No Increase
2020-2021:	\$100 increase
2021-2022:	\$100 increase
2022-2023:	\$100 increase
2023-2024:	\$100 increase

Hourly Rate:

The hourly rate will increase from \$39 to \$40 on July 1, 2021.

Language Changes:

BOE PROPOSALS:

Secretaries:

ARTICLE IV – WORK SCHEDULES

Number 1: Letters F and G should be combined

Number 1: Add a letter K: Half Day Sessions-A half-day session for secretaries is 3.5 hours of work in the morning or afternoon. For example, a secretary who works from 8:00 a.m. to 4:00 p.m. would take a morning half day from 8:00 a.m. to 11:30 a.m. and an afternoon half day from 12:30 pm to 4:00 p.m. (secretaries are not paid for lunch)

ARTICLE V: LEAVE OF ABSENCE

Section 3 Add letter D Pursuant to law, anyone hired after May 21, 2010 is precluded from ever receiving a payment for unused sick leave of more than **\$15,000** and may only receive payout upon retirement. **18A:30-3.5**

Number 4 Replace the language with following: The Board agrees to grant electronic access to each employee to view their accumulated unused sick time for the current and previous school year via employee self-assess portal

ARTICLE VII: HOLIDAYS

Section 1 add letter D as follows: Three floating holidays will be prorated to staff who do not start employment on July 1st (12 month staff) and September 1st (10 month staff) of a given school year.

10 Month Staff (start dates)

September 1 st through November 30 th	3 floating holidays
December 1 st through February 28 th	2 floating holidays
March 1 st through May 31 st	1 floating holiday
After June 1 st	No floating holidays

12 Month Staff (start dates)

September 1 st through October 31 st	3 floating holidays
November 1 st through February 28 th	2 floating holidays
March 1 st through May 31 st	1 floating holiday
After June 1 st	No floating holidays

ARTICLE IX – INSURANCE PROTECTION

Add Section 6 Employees option to waive insurance coverage from Irvington Board of Education are entitled to 25% of the premium of the plan they are entitled by law or \$5,000.00, whichever is less. Said money will be disbursed to the employee in two equal payments.

ARTICLE X - NOTICE OF VACANCY

Delete reference to providing a salary range for positions

ARTICLE XIX - MISCELLANEOUS

Section 3 Delete reference to IRS rate and add: the rate cannot be higher than the State rate, which is set by the OMB circular (currently 31¢ per mile)

BOE PROPOSALS:

Security:

ARTICLE I EMPLOYEE RIGHTS

Letter I: Delete because strikes are illegal.

ARTICLE II WORK SCHEDULE

Item C Overtime: discuss the overtime rate of 40 hours per week not 8 hours per day (sick, vacation, and personal days do count toward overtime).

ARTICLE V – INSURANCE PROTECTION

Add this section: Employees option to waive insurance coverage from Irvington Board of Education are entitled to 25% of the premium of the plan they are entitled by law or \$5,000.00, whichever is less. Said money will be disbursed to the employee in two equal payments.

ARTICLE VI - ASSOCIATION RIGHTS

J Change language to: The rate cannot be higher than the State rate, which is set by the OMB circular (currently 31¢ per mile).

ARTICLE VII TEMPORARY LEAVES

Letter D Bereavement Leave: add grandchild to immediate family.

BOE PROPOSALS:

Teachers:

ARTICLE IV - SCHOOL CALENDAR

Change date to present calendar to Union President from April 15th to May 1st

ARTICLE VII: SICK LEAVE

7.03. Change language: From: The Board agrees to report to each employee, their accumulated unused sick time each year prior to October 1st. All inquiries must be submitted in writing, to the Principal/Supervisor and the request for same is limited to the current school year and the previous school year only. TO: The Board agrees to grant electronic access to each employee to view their accumulated unused sick time for the current and previous school year via employee self-access portal

7.04. Add language

Once a district establishes a sick leave bank, the law mandates that a six-person committee will administer it. The committee is made up of three union representatives and three board representatives. No days may be drawn from the bank unless authorized by this committee. In addition to approving any withdrawals from the bank, the committee may establish standards and procedures for the operation of the bank (N.J.S.A 18A:30-10&11).

ARTICLE VIII: LEAVES OF ABSENCE

8.02. Maternity and Child Care Leaves

Add Language indicating that personal days can be used in addition to sick days.

ARTICLE XII: PREPARATION/CLASS COVERAGE

Add language:

All district nurses will receive a 45-minute preparation period and a 45-minute lunch period per day regardless of the respective school's schedule.

ARTICLE XVI - G R I E V A N C E PROCEDURE

16.01. Change definition (paragraph 1) to the following: A grievance is a claim by a teacher or the Association based upon interpretation, applicable or violation of this agreement, policies or administrative decisions affecting the terms and conditions of employment.

ARTICLE XVII – INSURANCE PROTECTION

17.06 (add this section) Employees option to waive insurance coverage from Irvington Board of Education are entitled to 25% of the premium of the plan they are entitled by law or \$5,000.00, whichever is less. Said money will be disbursed to the employee in two equal payments.

ARTICLE XX - ASSOCIATION RIGHTS

Number 11 delete reference to IRS rate and add: the rate cannot be higher than the State rate, which is set by the OMB circular (currently 31¢ per mile)

ARTICLE XXI –TEACHERS’ RIGHTS

Number 4-Replace existing language with the following: Staff members required to attend administrative meetings will be released no later than one (1) hour after the close of the school day. Administrative meetings will be on Tuesdays. There will be a maximum of four (4) meetings per month. In the event that a meeting is not held on one of the first four Tuesdays of the month due to the district being closed, such meeting will take place on a fifth Tuesday of the same month of the cancellation if available. If a fifth Tuesday of the same month is not available, the meeting that was not held will not be rescheduled. The rescheduling of a cancelled meeting may only occur one (1) time per school year. Administrative meetings shall not be scheduled on Fridays and/or preceding a holiday, unless in the opinion of the building principal an emergency exists.

ARTICLE XXII - E V A L U A T I O N OF STUDENTS

Add language:

However, this clause could not be enforced if, in any way, it would present actual and significant interference with boards' rights to change grades in a timely manner.

ARTICLE XXIII - T E R M I N A L PAY ON BASIS OF SICK LEAVE

Add language

Pursuant to law, anyone hired after May 21, 2010 is precluded from ever receiving a payment for unused sick leave of more than \$15,000 and may only receive payout upon retirement. **18A:30-3.5**

ARTICLE XXIV - I N -SERVICE WORKSHOP/ TUITION REIMBURSEMENT

Delete language related to credits for in-service courses used for obtaining 5th and 6th year level.

**Anyone earning 5th and 6th level prior to this deletion will maintain their current level.*

IEA PROPOSALS:

Secretaries:

ARTICLE II: NEGOTIATIONS PROCEDURE

Insert the following between the two current paragraphs:

On March 1, of the final year of the Agreement, the Board of Education shall utilize their data system to execute a report of all current permanent employees (not substitutes or per diems) covered by the collective bargaining agreement. This report will provide a roster for the employees that includes: employee name, employee job title, step on salary guide, column on salary guide, current salary, current longevity (if applicable), current health care plan (POS, PPO, etc.), current health care coverage (single, p/c, two adults, family, waived, etc.), and current employee contribution toward health care. This report will be provided in Microsoft Excel format and provided to the Association electronically no later than March 1 of the final year of the Agreement. Once verified and agreed upon, this roster will be the roster utilized for the negotiations process to determine the base cost and increment. This roster will remain unchanged unless agreed upon by both parties.

NEW ARTICLE: Tuition Reimbursement

Insert the following language:

Secretaries will be reimbursed for courses taken outside of the work day that advance their professional capabilities. The courses must be college level courses to qualify for the tuition reimbursement.

A tuition reimbursement fund of \$15,000 will be established for secretaries. This fund will be mutually exclusive from the teacher and security tuition reimbursement fund. The maximum reimbursement for individual members will be \$1500 per year. Secretaries wishing to apply for reimbursement shall submit such request along with the amount requested and sufficient information concerning the course to comply with the criteria above to the Superintendent within four (4) weeks of registering for the course. June 1st will be the last day for accepting applications under the current language of this article. The Superintendent or his/her designee shall respond to the applicant no later than four (4) weeks after receipt indicating if reimbursement is approved.

If an excess of secretaries apply for the \$15,000 reimbursement, then the: first complement of secretaries utilizing the \$15,000 maximum completing their application shall be paid, and the remaining staff shall be paid first out of the subsequent years allocation (if said fund is agreed to and continues).

Any workshop or training course that is not a college level class will be funded by the district through its professional development funding in the normal operating budget and will not reduce the tuition reimbursement pot of money. Non-college level workshops are subject to approval by the superintendent.

IEA PROPOSALS:

Security:

Update all language in the contract to reflect that the attendance and security officers are now represented by the Irvington Education Association and the Irvington Attendance Security and Attendance Officer Association no longer exists.

NEW ARTICLE II: NEGOTIATIONS PROCECURE

Add new article that is identical to the Article II that has is seen the IEA Teachers CBA 2016-2019. Insert as the 2nd article of the CBA. Revise all other article numbers accordingly.

NEW ARTICLE II: NEGOTIATIONS PROCECURE

Add to New Article II, insert in between the two current paragraphs:

On March 1, of the final year of the Agreement, the Board of Education shall utilize their data system to execute a report of all current permanent employees (not substitutes or per diems) covered by the collective bargaining agreement. This report will provide a roster for the employees that includes: employee name, employee job title, step on salary guide, column on salary guide, current salary, current longevity (if applicable), current health care plan (POS, PPO, etc.), current health care coverage (single, p/c, two adults, family, waived, etc.), and current employee contribution toward health care. This report will be provided in Microsoft Excel format and provided to the Association electronically no later than March 1 of the final year of the Agreement. Once verified and agreed upon, this roster will be the roster utilized for the negotiations process to determine the base cost and increment. This roster will remain unchanged unless agreed upon by both parties.

NEW ARTICLE: Tuition Reimbursement

Insert the following language:

Security will be reimbursed for courses taken outside of the work day that advance their professional capabilities. The courses must be college level courses to qualify for the tuition reimbursement.

A tuition reimbursement fund of \$15,000 will be established for Security. This fund will be mutually exclusive from the teacher and secretary tuition reimbursement fund. The maximum reimbursement for individual members will be \$1500 per year. Security wishing to apply for reimbursement shall submit such request along with the amount requested and sufficient information concerning the course to comply with the criteria above to the Superintendent within four (4) weeks of registering for the course. June 1st will be the last day for accepting applications under the current language of this article. The Superintendent or his/her designee shall respond to the applicant no later than four (4) weeks after receipt indicating if reimbursement is approved.

If an excess of Security apply for the \$15,000 reimbursement, then the: first complement of Security utilizing the \$15,000 maximum completing their application shall be paid, and the remaining staff shall be paid first out of the subsequent years allocation (if said fund is agreed to and continues).

Any workshop or training course that is not a college level class will be funded by the district through its professional development funding in the normal operating budget and will not reduce the tuition reimbursement pot of money. Non-college level workshops are subject to approval by the superintendent.

IEA PROPOSALS:

Teachers:

Article II: NEGOTIATIONS PROCEDURE

Add:

On March 1, of the final year of the Agreement, the Board of Education shall utilize their data system to execute a report of all current permanent employees (not substitutes or per diems) covered by the collective bargaining agreement. This report will provide a roster for the employees that includes: employee name, employee job title, step on salary guide, column on salary guide, current salary, current longevity (if applicable), current health care plan (POS, PPO, etc.), current health care coverage (single, p/c, two adults, family, waived, etc.), and current employee contribution toward health care. This report will be provided in Microsoft Excel format and provided to the Association electronically no later than March 1 of the final year of the Agreement. Once verified and agreed upon, this roster will be the roster utilized for the negotiations process to determine the base cost and increment. This roster will remain unchanged unless agreed upon by both parties.

ARTICLE IV, Section 1: Work Year - Teachers

Modify:

The in-school work year for teachers certificated staff on a 10-month basis, ~~exclusive of School Psychologists,~~ shall be . . .

ARTICLE IV, Section 2: Work Year – School Psychologists

Delete the following:

~~School Psychologists covered under the terms of this agreement shall be required to work the full school year commencing September 1st through June 30th and ending a total of no more than five working days in addition to the teachers school calendar. Psychologists shall receive in addition to the salary guides set forth in this agreement \$1300.~~

For the Board

Richard M. PRESIDENT

Reggie Lamprey - Secretary

Date: 5/14/2020

For the IEA

Michael Byock
Michael Byock (Apr 28, 2020)

Terrence Henry
Terrence Henry (Apr 28, 2020)

Lauren Greenfield
Lauren Greenfield (Apr 28, 2020)

Kenneth T. Hinnant
Kenneth T. Hinnant (Apr 28, 2020)

Keith Kowalski
Keith Kowalski (Apr 28, 2020)

Karen Diggs
Karen Diggs (Apr 28, 2020)

Diana Liggins
Diana Liggins (Apr 28, 2020)

Linda Battle
Linda Battle (Apr 28, 2020)

Sharon Stringer
Sharon Stringer (Apr 28, 2020)

Date: _____