

Teachers

**AGREEMENT
BETWEEN THE
IRVINGTON BOARD OF EDUCATION
AND
IRVINGTON EDUCATION ASSOCIATION
TEACHER UNIT
JULY 1, 2009 – JUNE 30, 2012**

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PREAMBLE

This agreement entered into this 1ST day of December, 2008, 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, LDTIC 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 preceding 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.

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 April 15th 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 teachers on a 10-month basis, exclusive of School Psychologists, 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. New Teachers are those who have not attended the Orientation Program previously and;

One (1) additional day for Fall Conference.

Section 4.02 Work Year - School Psychologists

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, \$1,300.

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, within three (3) school days upon return from 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 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.

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.

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: 18-4.

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 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 (1) 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 1st or February 1st.

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 5th) 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.

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 | Rate |
|-------------|------------------------------------|
| 2009-12 | \$39 per period (Effective 9/1/08) |

- 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.

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 |
|-------------|-------------------------|
| 2009-12 | \$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.

- a) 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:

| ADVISOR | 2008-12 HONORARIUM |
|---|-----------------------|
| Freshman Class | \$1,228 |
| Sophomore Class | \$1,284 |
| Junior Class | \$1,575 |
| Senior Class | \$2,158 |
| Student Council | \$1,557 |
| Year Book | \$2,481 |
| Newspaper | \$2,101 |
| Senior Play | \$3,083 |
| Honor Society | \$2,451 |
| Super Sound Stage | \$2,182 |
| Senior Play Music Director (when required) | \$3,083 |
| High School Treasurer | \$2,334 |
| Handbook Coordinator | \$2,451 |
| Peer Advisor | \$2,334 |
| Peer Advisor Assistant | \$1,750 |
| Forensics | \$2,451 |
| Middletown Dance Company | \$1,750 |
| Gospel Choir | \$2,101 |
| Head Coach Clinics (effective 9/1/07) | \$37/hr. |
| Ass't. Coach Clinics (effective 9/1/07) | \$37/hr. |
| Elementary & Middle School (effective 9/1/07) | \$37/hr. |
| ROTC | \$2,000 |
| Robotics | \$2,000 |
| African American Heritage Club | \$2,000 |
| Consumers BOWL | \$2,000 |
| Home Instruction | \$37/hr. |

* 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.

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 by 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 assigned 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.

All such measures will result in a conference that may include pupil, parent, administrator and the teacher, if time and circumstances permit. (Approved 8/20/73)

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

The term "grievance" means a complaint by any employee or group of employees that as to them, there has been an inequitable, improper or unjust application, interpretation, or violation of this agreement.

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. A decision shall be rendered within five (5) school days of said hearing. 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 100% of the premium cost of a health plan (Blue Cross-Blue Shield) or equivalent (effective 7/1/05), including a \$15/\$10/\$5 co-pay (brand name/generic/mail order) prescription plan and dental plan and vision plan, for all full time employees covered by this Agreement and their immediate families (spouse and eligible children), following ninety (90) days of consecutive employment with the Irvington School District. 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.

In the event a new employee has no coverage and wishes to make application for health coverage, during their first ninety (90) days of employment, the premium to be paid by employee shall be at the group rate.

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.

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 Irvington health benefits (excluding dental). The employee's surviving spouse, if enrolled prior to the employee retirement shall be entitled to Irvington health retirement benefits (excluding dental), with premium paid 100% by the Board. Any employee hired after July 1, 2000, will not be eligible for Board paid retiree health benefits, including dental and prescription, regardless of years of service or age.

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, in lieu of the Irvington health retirement benefits, shall also receive Family Dental coverage benefits with the premium paid 100% by the Board of Education.

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. The employee's surviving spouse, if enrolled prior to the date of employee retirement, shall be entitled to retirement benefits as aforesaid, with premium paid 100% by the Board. Any employee hired after July 1, 2000, will not be eligible for Board paid retiree health benefits, including dental and prescription, regardless of years of service or age.

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) 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.

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 at public gatherings.

7) No teacher shall be prevented from wearing pins or other identification or 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 at the current IRS allowable rate per 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. TEACHER'S 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 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 \$80 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.

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.

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.

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, 2008, there shall be established a tuition reimbursement fund with a maximum amount of \$115,000 per year. Teachers shall be eligible for tuition reimbursement up to the amount of \$2,000 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 two weeks of registering for the course. March 31st 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 \$115,000 reimbursement, then the first complement of teachers utilizing the \$115,000 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.

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 re-evaluated, 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 Section 4.02 effective July 1, 2003.

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.

Change rate from "\$95 per day for guidance personnel" to "\$37 per hour for all teaching staff" (effective 9/1/08) (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 & 2 on pages 26-28.

Section 25.07 Coaches' Salary Guide

The Step 1 or (base) coaches' salary is for the years of appointment in the respective sport. For salary guides see figures 4-6 on pages 29-30.

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 supervisor of Athletics 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. REDUCTION IN FORCES

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 31st) 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 the 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 DEGREE*

| Step | 2009-10 | 2010-11 | 2011-12 |
|------|----------|----------|----------|
| 1 | \$48,449 | \$48,849 | \$48,944 |
| 2 | \$48,849 | \$49,049 | \$49,144 |
| 3 | \$48,849 | \$49,249 | \$49,344 |
| 4 | \$49,049 | \$49,449 | \$49,544 |
| 5 | \$49,368 | \$49,768 | \$49,863 |
| 6 | \$49,685 | \$50,085 | \$50,180 |
| 7 | \$50,004 | \$50,404 | \$50,499 |
| 8 | \$51,319 | \$51,329 | \$51,339 |
| 9 | \$52,888 | \$52,898 | \$52,903 |
| 10 | \$55,577 | \$54,377 | \$53,972 |
| 11 | \$58,443 | \$57,143 | \$55,388 |
| 12 | \$63,324 | \$61,824 | \$60,069 |
| 13 | \$72,242 | \$70,842 | \$68,987 |
| 14 | \$79,021 | \$80,171 | \$80,966 |
| 14a | \$85,020 | \$86,170 | \$86,965 |

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 2003-2004 school year, those persons on Step 13 of the Guide shall move to Step 14 A, provided the person has completed 12 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 DEGREE*

| Step | 2009-10 | 2010-11 | 2011-12 |
|------|----------|----------|----------|
| 1 | \$49,588 | \$49,988 | \$50,083 |
| 2 | \$49,788 | \$50,188 | \$50,283 |
| 3 | \$49,988 | \$50,388 | \$50,483 |
| 4 | \$50,188 | \$50,588 | \$50,683 |
| 5 | \$50,508 | \$50,908 | \$51,001 |
| 6 | \$50,824 | \$51,224 | \$51,319 |
| 7 | \$51,142 | \$51,542 | \$51,837 |
| 8 | \$53,105 | \$53,118 | \$53,125 |
| 9 | \$55,108 | \$55,118 | \$55,123 |
| 10 | \$58,703 | \$57,403 | \$58,998 |
| 11 | \$63,183 | \$61,883 | \$60,108 |
| 12 | \$67,892 | \$66,492 | \$64,837 |
| 13 | \$78,158 | \$76,758 | \$74,903 |
| 14 | \$85,159 | \$83,309 | \$81,104 |
| 14a | \$91,908 | \$89,058 | \$86,853 |

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 2003-2004 school year, those persons on Step 13 of the Guide shall move to Step 14 A, provided the person has completed 12 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 3 -- TEACHERS' SALARY GUIDES -- SIXTH YEAR LEVEL/DOCTORATE*

| Step | 2009-10 | 2010-11 | 2011-12 |
|------|----------|---------|---------|
| 1 | \$53,471 | 53,871 | 53,988 |
| 2 | \$53,871 | 54,071 | 54,188 |
| 3 | \$53,871 | 54,271 | 54,388 |
| 4 | \$54,071 | 54,471 | 54,588 |
| 5 | \$54,389 | 54,789 | 54,884 |
| 6 | \$54,707 | 55,107 | 55,202 |
| 7 | \$55,021 | 55,421 | 55,516 |
| 8 | \$55,150 | 55,180 | 55,170 |
| 9 | \$57,724 | 57,734 | 57,739 |
| 10 | \$62,017 | 60,717 | 60,312 |
| 11 | \$68,878 | 65,378 | 63,623 |
| 12 | \$71,884 | 70,484 | 68,809 |
| 13 | \$84,050 | 82,850 | 80,785 |
| 14 | \$91,417 | 92,557 | 93,362 |
| 14a | \$99,510 | 100,880 | 101,455 |

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 2003-2004 school year, those persons on Step 13 of the Guide shall move to Step 14 A, provided the person has completed 12 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.

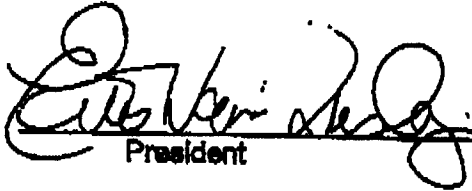
FIGURE 4 -- COACHES' SALARY GUIDE 2009-12

| | <u>Head</u> | <u>Asst.</u> | | <u>Head</u> | <u>Asst.</u> | | <u>Head</u> | <u>Asst.</u> |
|-----------------------------------|-------------|--------------|-------------------------------------|-------------|--------------|-----------------------------------|-------------|--------------|
| <u>Band Director/Drill Master</u> | | | <u>Flag Squad & Color Guard</u> | | | <u>Strength/Conditioning</u> | | |
| Step 1 | 4,873 | N/A | <u>Advisor</u> | | | (Fall, Winter & Spring) | | |
| Step 2 | 5,889 | N/A | Step 1 | 2,514 | N/A | Step 1 | 2,044 | N/A |
| Step 3 | 6,284 | N/A | Step 2 | 2,918 | N/A | Step 2 | 2,250 | N/A |
| Step 4 | 6,878 | N/A | Step 3 | 3,313 | N/A | Step 3 | 2,474 | N/A |
| <u>Baseball</u> | | | Step 4 | 3,808 | N/A | Step 4 | 2,825 | N/A |
| Step 1 | 4,599 | 2,902 | <u>Football</u> | | | <u>Student Trainer/Advisor</u> | | |
| Step 2 | 5,072 | 3,245 | Step 1 | 6,116 | 3,017 | Step 1 | 3,070 | N/A |
| Step 3 | 5,551 | 3,571 | Step 2 | 6,722 | 3,496 | <u>Trainer</u> | | |
| Step 4 | 6,140 | 3,837 | Step 3 | 7,352 | 3,972 | Step 1 | 6,748 | N/A |
| <u>Bowling</u> | | | Step 4 | 7,860 | 4,299 | Step 2 | 7,421 | N/A |
| Step 1 | 2,573 | N/A | <u>Girls Basketball</u> | | | Step 3 | 8,173 | N/A |
| Step 2 | 2,861 | N/A | Step 1 | 5,402 | 3,017 | Step 4 | 8,598 | N/A |
| Step 3 | 3,182 | N/A | Step 2 | 5,853 | 3,128 | <u>Volleyball</u> | | |
| Step 4 | 3,683 | N/A | Step 3 | 6,323 | 3,972 | Step 1 | 2,648 | 1,920 |
| <u>Boys Basketball</u> | | | Step 4 | 6,832 | 4,328 | Step 2 | 3,047 | 2,250 |
| Step 1 | 5,402 | 3,017 | <u>Girls Soccer</u> | | | Step 3 | 3,445 | 2,588 |
| Step 2 | 5,853 | 3,128 | Step 1 | 4,589 | 2,963 | Step 4 | 3,745 | 2,855 |
| Step 3 | 6,323 | 3,972 | Step 2 | 5,072 | 3,431 | <u>Winter Cheerleader Advisor</u> | | |
| Step 4 | 6,832 | 4,328 | Step 3 | 5,551 | 3,899 | Step 1 | 2,044 | 1,320 |
| <u>Boys Soccer</u> | | | Step 4 | 6,140 | 4,208 | Step 2 | 2,250 | 1,686 |
| Step 1 | 4,599 | 2,903 | <u>Girls Softball</u> | | | Step 3 | 2,474 | 2,111 |
| Step 2 | 5,072 | 3,431 | Step 1 | 4,599 | 2,902 | Step 4 | 2,825 | 2,432 |
| Step 3 | 5,551 | 3,899 | Step 2 | 5,072 | 3,245 | <u>Winter Track</u> | | |
| Step 4 | 6,140 | 4,206 | Step 3 | 5,551 | 3,571 | Step 1 | 2,514 | 1,321 |
| <u>Boys Tennis</u> | | | Step 4 | 6,140 | 3,837 | Step 2 | 2,918 | 1,686 |
| Step 1 | 2,627 | 1,896 | <u>Girls Tennis</u> | | | Step 3 | 3,041 | 2,111 |
| Step 2 | 3,147 | 2,233 | Step 1 | 2,627 | 1,896 | Step 4 | 3,499 | 2,432 |
| Step 3 | 3,680 | 2,578 | Step 2 | 3,147 | 2,233 | <u>Wrestling</u> | | |
| Step 4 | 4,114 | 2,855 | Step 3 | 3,680 | 2,578 | Step 1 | 4,599 | 2,902 |
| <u>Cheerleader Advisor</u> | | | Step 4 | 4,114 | 2,855 | Step 2 | 5,072 | 3,245 |
| Step 1 | 2,044 | 1,438 | <u>Spring Track</u> | | | Step 3 | 5,551 | 3,571 |
| Step 2 | 2,250 | 1,686 | Step 1 | 3,451 | 2,110 | Step 4 | 7,183 | 3,637 |
| Step 3 | 2,474 | 2,111 | Step 2 | 3,993 | 2,488 | <u>Cross Country</u> | | |
| Step 4 | 2,825 | 2,432 | Step 3 | 4,719 | 2,818 | Step 1 | 2,627 | 1,896 |
| <u>Cross Country</u> | | | Step 4 | 5,157 | 3,100 | Step 2 | 3,147 | 2,233 |
| Step 1 | 2,627 | 1,896 | | | | Step 3 | 3,680 | 2,578 |
| Step 2 | 3,147 | 2,233 | | | | Step 4 | 4,114 | 2,855 |
| Step 3 | 3,680 | 2,578 | | | | | | |
| Step 4 | 4,114 | 2,855 | | | | | | |

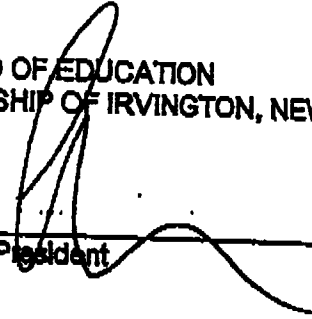
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and have set their hand and seals thereon, executing this Agreement by their duly authorized agents on this 10th day of June, 2011.

IRVINGTON EDUCATION ASSOCIATION

BOARD OF EDUCATION
TOWNSHIP OF IRVINGTON, NEW JERSEY

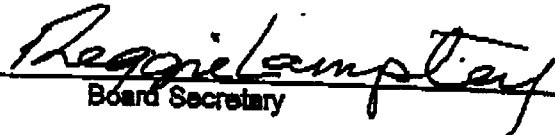


President



President

Vice President



Board Secretary

IRVINGTON