

AGREEMENT

Between the

BLOOMINGDALE BOARD OF EDUCATION

and the

BLOOMINGDALE EDUCATION ASSOCIATION

2015-2018

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## AGREEMENT

This agreement entered into this 10th day of September, 2015, by and between the Board of Education of the Borough of Bloomingdale in the County of Passaic, State of New Jersey, hereinafter called the "Board" and the Bloomingdale Education Association, hereinafter called the "Association."

### I. RECOGNITION

The Board hereby recognizes the Bloomingdale Education Association as the exclusive bargaining representative, as defined in Chapter 123, P.L. of 1975, for all certified teaching personnel under contract, but excluding supervisory and executive personnel, office, clerical and maintenance and operation employees. (Refer to IV. D)

- A. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the name of the employee organization in the negotiating unit as above defined.
- B. The term "Board" shall include its members and designated agents.

### II. NEGOTIATION AGREEMENT

- A. All parties agree to enter into collective negotiation over a successor agreement no later than October 15th of the calendar year preceding the calendar year in which this agreement expires.
- B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### III. GRIEVANCE PROCEDURE

#### A. Definitions

- 1. "A grievance is a claim by a teacher or representatives of teachers based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting the terms and conditions of employment of a teacher or a group of teachers."
- 2. An "aggrieved person" is the person or persons making the claim.
- 3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim, including the Board of Education.

4. The term "grievance" shall not apply to any matter in which the Board of Education is prohibited by specific statute or case law to act, or a complaint of a non-tenured teacher, which arises by reason of his/her not being re-employed.
5. The term "days" as defined under this article shall be school teaching days.

B. Purpose

The purpose of this procedure is to resolve grievances at the lowest possible level.

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Any teacher having a grievance may discuss the matter informally with any appropriate member of the administration and have the grievance resolved with or without intervention of the Association provided the solution is not inconsistent with the terms of this agreement and state statutes.

C. Procedure

1. Step One

The aggrieved person presents the grievance in writing, directly or through his/her Association Representative to his building principal. The grievance shall identify the specific alleged violation and the requested remedy. An interview is arranged within two days; a decision in writing is given by the principal within five days after the interview. If the matter is settled or explained to the aggrieved person's satisfaction, the matter is resolved.

2. Step Two

If the decision made at the first step does not satisfy the aggrieved person, the Association Representative and the aggrieved person has five days to file an appeal with the superintendent. The superintendent or his designee shall arrange another interview with the aggrieved person, within three days. Within five days following the interview the superintendent shall give his written decision to the aggrieved person and the Association Representative.

3. Step Three

If the aggrieved person is still not satisfied, he/she may, within five days of the superintendent's decision, make a written request to the Board through the Association for a review of the decision. The Board or its designated committee shall set a hearing date to be held by the second advertised

meeting of the Board after the receipt of the aggrieved person's request. Within ten days after the next scheduled board meeting, the Board will notify the aggrieved person and the Association of its decision in writing.

4. Step Four

If the aggrieved person is not satisfied with the Board's decision and the grievance shall involve an alleged violation of a specific article and section of this agreement, he/she may ask the Association to notify the Board in writing within fifteen days of his desire to submit the grievance to an arbitrator subject to the following conditions:

- a. The arbitrator shall be mutually agreed upon. If no agreement is reached on the selection of an arbitrator after ten days, an arbitrator shall be selected by P.E.R.C.
- b. The decision of the arbitrator shall be final and binding on both parties.
- c. The costs of arbitration, including the arbitrator's fees but excluding the attorney fees, shall be divided equally between both parties.
- d. An aggrieved person shall not have the right to refuse to follow an administrative directive or a Board policy on the grounds that he has instituted a grievance. The party of interest is required to continue under the direction of the superintendent and administrators, regardless of the pendency of any grievance, until such grievance is properly determined.
- e. No grievance shall be considered under the grievance procedure outlined herein unless it is presented for consideration within 30 school days from the date of its known occurrence or unless good and sufficient reason is given for not presenting the grievance within this period.
- f. Documents dealing with the process of grievances shall be filed separately from the personnel file of the participants.
- g. To insure prompt resolution of grievances, all time limits are considered maximum but may be extended by mutual agreement.

IV. BLOOMINGDALE TEACHERS' SALARY GUIDE 2015-2018

See attached Salary Guides.

The Board agrees to provide, for each year of the Agreement, increases of 2.5% in 2015-2016; 2.5% in 2016-17 and 2.5% in 2017-18 over the prior year's base salary cost. In each year, this amount shall include the cost of the salary increment.

A. Longevity

Longevity will be given as follows:

For teachers hired prior to September 1, 1993, the following longevity shall apply:

An additional 4% of salary after 15 years of teaching in Bloomingdale

An additional 6% of salary after 20 years of teaching in Bloomingdale

An additional 8% of salary after 24 years of teaching in Bloomingdale

For all new teachers hired on or after September 1, 1993, the following longevity schedule shall apply:

\$500 after 12 years of teaching in Bloomingdale

An additional \$300 after 15 years of teaching in Bloomingdale for a total of \$800 per year

An additional \$200 after 20 years of teaching in Bloomingdale for a total of \$1000 per year

An additional \$200 after 25 years of teaching in Bloomingdale for a total of \$1,200 per year

B. Provisions will be maintained by the Board of Education for Direct Deposit of pay checks into unit member accounts, providing the employee designated bank has ability to accept.

C. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Teachers may elect to have a portion of their salary deducted from each paycheck and receive an additional two (2) installments during the summer months: one between July 10 and July 15, and one between August 10 and August 15. When a payday falls on or during a school holiday or weekend, best efforts will be made so that teachers receive their paychecks on the last working day before the holiday, vacation, or weekend. The first paycheck in September will be paid as early as possible and the last paycheck in December will be paid before the Holiday recess.

D. Teachers who complete five months and one day of consecutive teaching during one regular school year shall receive credit for an additional salary guide step on

the next year's Bloomingdale Board of Education Teachers' Salary Guide except where noted above. Time spent on paid leaves shall count towards the five months and one day of consecutive teaching during one regular school year. Time spent on unpaid leaves does not count towards salary guide movement.

E. A commensurate reduction of benefits will be given for less than full-time but more than 20 hours to new part-time employees. Existing part-time employees will remain status quo.

F. Part-Time Employees

1. Part-time employees will receive 10 sick days and 3 personal days annually, calculated on their part-time hours. These days will only accumulate and carry over on a prorated basis.
2. Part-time employees shall be guaranteed an uninterrupted prep period, per teaching day, prorated and calculated on a full-time teacher prep period of a full period five days per week for middle school teachers and 170 minutes per week for elementary teachers.
3. Part-time employees shall attend parent-teacher conferences when assigned, at their appropriate pro-rated duration.
4. Salary for part-time employees shall be prorated on their appropriate step of the salary guide in the same proportion of salary as days employed.

Example: Equivalent of 4 days of work per week -- 4/5ths of step

Equivalent of 3 days of work per week --3/5ths of step

5. Part-time employees who work less than 20 hours per week are not eligible for medical, dental, or prescription benefits. Part-time employees who work 20 or more hours shall receive medical benefits. All new employees hired for the contract beginning July 1, 2006, must work 25 hours per week to be eligible for medical, dental, or prescription benefits.
6. Part-time employees, who work less than half of the 35 hours teachers work week, are not entitled to tuition benefits. All other part-time employees shall receive the full tuition benefit.
7. The band director shall attend graduation when it is required by the Board and shall be paid at the rate of \$50 per graduation when graduation is on a non-teaching day.

G. Teachers must apply in writing by January 1 of the Budget year preceding the Budget year in which he/she requests movement to any new salary guide column. Failure to apply by January 1 will result in a one year delay until the following

Budget year. The Board will furnish an on-line form for purposes of the application. The form will be readily available.

V. HOME INSTRUCTION

The rate for home instruction shall be as follows:

2015-2018 school year \$ 42.00 per hour

Teachers assigned to home instruction will be notified of cancellations by the end of the day or if not, they will be paid a maximum of one hour.

VI. ACTIVITIES' GUIDE

Application for all of the following positions will be made annually after posting in the Spring. Compensation shall be at the designated rate for the following positions.

First priority will be given to full-time contractual BEA employees.

The Board agrees to provide, for each year of the Agreement, increases of 2.5% in 2015-2016; 2.5% in 2016-2017 and 2.5% in 2017-2018 over the prior year's activities compensation.

SEE APPENDIX A.

VII. HEALTH AND INSURANCE PROTECTION

**Employees shall pay health insurance contributions (medical, prescription and dental, except if the medical and prescription is through the School Employees Health Benefits Program "SEHBP", then it is agreed to apply to medical and prescription only) in the amounts as set forth by law P.L. 2011, c. 78, through payroll deduction.**

A. Medical/Health Plan

1. All employees who have obtained tenure on or before June 30, 2000 will remain eligible for the traditional Medical Insurance Package. Any such employee may change to the enhanced PPO or Point-of-Service (POS) programs. Any employee changing to the PPO or POS will receive an annual payment equal to 25% of the Board's cost-savings between the employee's previous program and the chosen program. Employees may change back during open enrollment or upon a life event as designated by the Division of Insurance. Partial year is pro-rated.
2. All teachers who have not begun active employment with the district on or



before June 30, 1997, shall receive all medical coverage (health, dental, and prescription) at single coverage in the traditional package. Any employee voluntarily changing to the PPO or POS instead of the traditional package will receive an annual payment equal to 25% of the Board's cost-savings between the employee's previous program and the chosen program. Employees may change back during open enrollment or upon a life event as designated by the Division of Insurance. Partial year is pro-rated.

3. At tenure, if they choose a multi-member package, they must switch to the enhanced PPO. Any employee who is switched to the enhanced PPO may purchase the traditional plan by paying the difference between the traditional and enhanced PPO.
4. All new employees hired for the contract beginning July 1, 2001 are to be enrolled in the enhanced PPO. Single coverage will be provided at Board expense until tenure. Upon tenure, multi-member coverage will be provided under the enhanced PPO at Board expense.
5. All employees may change to the Point-of-Service (POS) program. Any employee changing to the POS will receive an annual payment equal to 25% of the cost-savings between the employee's previous program and the POS. Employees may change back during open enrollment or upon a life event as designated by the Division of Insurance. Partial year is pro-rated.

B. Dental Plan

The Board shall provide single, two party or 100% of the family contract coverage to all eligible teachers.

Employees who have not begun active employment with the district on or before June 30, 1997 shall receive single benefits. Upon tenure, the employee is eligible for single, two party or family benefits.

The Board agrees to provide a dental plan, which includes the following elements:

- |    |                           |              |
|----|---------------------------|--------------|
| 1. | Preventive and Diagnostic | 100%         |
| 2. | Basic Services            | 80/20 co-pay |
| 3. | Prosthodontic Benefits    | 50/50 co-pay |

The maximum amount payable for the above services shall be \$1,000 per calendar year.

Any cost assessed to a BEA member will be deducted in pre-tax dollars.

C. Prescription Drug Plan

The Board shall provide single, two-party or family coverage to all eligible teachers.

Employees hired after June 30, 1997 shall receive single benefits. Upon tenure the employee is eligible for single, two party or family benefits.

Effective immediately, upon ratification, prescription co-pays will be \$15 for generic, \$25 for brand name co-pay, and \$15 mail-in or mail order prescriptions.

D. Change in Insurance Carriers

It is understood that the Board reserves the right to change carriers provided that the new carrier provides equal or improved benefits than those in existence.

E. Notes

The board agrees to distribute information regarding enrollment dates and supplementary information as may be available to staff members once per year.

Certified retired teachers will be given the option of continuing the medical coverage provided by the board, provided they pay the costs of such coverage.

F. The premium cost for teachers who purchase medical, dental or prescription coverage will be made in twenty (20) equal payments through payroll deductions.

G. Teachers who voluntarily waive the insurance benefits set forth above, will be paid twenty-five percent (25%) of the premium cost of the program(s) in which the employee is currently enrolled. Employees hired after the date of this Memorandum shall receive twenty-five percent (25%) of the premium cost of the lowest cost program(s). Payment will be made in two installments – January 31<sup>st</sup> and June 30<sup>th</sup>. Once an employee voluntarily waives insurance coverage(s), the employee may re-enroll upon proof of any of the following events: birth or adoption of a child, death of spouse, disability of spouse, divorce, legal separation, loss of employment, or change in employment status resulting in ineligibility of benefits. Employees hired after July 1<sup>st</sup> of any year who elect not to take insurance coverage(s), or employees who terminated employment prior to June 30<sup>th</sup>, shall have the payment prorated based on the number of months the teacher was employed. An IRS Section 125 plan shall be available for purposes of health insurance contributions, waivers and flexible spending accounts, including a dependent care flexible spending account.

## VIII. RETIREMENT ALLOWANCE

Upon retirement, all teachers who have at least ten (10) or more years of continuous

employment, in Bloomingdale, shall be reimbursed for 50% of their accrued sick leave. Said payment shall be based on the teacher's salary at the time of retirement, but shall not exceed \$20,000.

Payment of the above amount shall be by July 15th of the first payday in the first fiscal year following the employees announced retirement provided notice of intention is provided to the Board as required below.

The payout at the time of retirement shall be made in such a manner that no more than the above stipulated cap on sick time be paid out in one fiscal year, however the payout of all benefits, including retirement, will be made at the retirement cap until all board obligations are met.

Adequate notice of retirement shall be required. This notice shall be defined as February 1st of the retiring year. If less notice has been given, payment need not be made until one year later than otherwise specified. Retirement shall be defined as in the Teachers' Pension and Annuity Fund.

IX. SICK LEAVE

All teachers employed by the Bloomingdale Board of Education shall be entitled to ten (10) days sick leave each school year. Teachers not returning to active employment in September will not be granted these ten (10) days sick leave and three (3) personal days unless they return to active employment during said school year. Unused sick leave days shall be accumulated from year to year. Teachers must present to the administration a doctor's certificate verifying the illness after five (5) consecutive days' absence if requested by the Superintendent or his designee.

X. TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following temporary leaves of absence with full pay:

A. Death in the immediate family

An allowance of five (5) consecutive school days' leave, within seven (7) calendar days of death, shall be granted at any one time to attend the funeral of a member of the immediate family. Immediate family shall be interpreted as mother, father, mother-in-law, father-in-law, spouse, child, step-child, son-in-law, daughter-in-law, brother, sister, grandmother, grandfather, grandchild, or any relative of the same household as the employee.

Two (2) days' bereavement leave shall be granted for grandparents-in-law, brother-in-law, sister-in-law, aunts and uncles.

In the event that additional days are needed, the superintendent may grant, upon written request, these days from the teacher's personal days bank.

B. Personal Business

An allowance of up to three days' leave shall be granted for the following reasons:

Illness in the Family

Legal Obligation

Family Obligation

Association matter unable to be handled during off periods

Home emergency

Death of a close friend or distant family member

Religious Holiday

Teachers may not use personal days:

(1) on any work day immediately preceding or following a day(s) that the schools are closed or

(2) during the last two scheduled weeks of school. However, this provision may be waived in cases of emergency as approved by the Board or its designee.

It is understood that a teacher should not use personal days for appointments, meetings, obligations, etc., that could be scheduled outside of school hours.

Except in cases of extreme emergency, all requests for leaves shall be in writing to the Superintendent or his/her delegated agent prior to the date requested.

Unused personal days may accrue as sick days. At his/her election, each teacher may accumulate a maximum of three (3) personal days for use in the immediately succeeding school year. Personal days unused in the current school year may be carried into the next school year. However, the number of available personal days may never exceed six (6) in total in any school year. This shall apply in each year of the contract.

C. Visitation to Other Schools

An allowance of up to two days' leave shall be granted for administration approved visitation to other schools. A follow-up report shall be filed with the building principal within one week following such visitation. The number of teachers allowed to leave at any one time will be within the discretion of the administration. Furthermore, at his/her discretion, the Superintendent may grant additional visitation leave.

D. Jury Duty

An employee required to serve on jury duty shall be paid the difference between the jury duty fee and salary. To receive such payment, the employee shall endorse

his/her jury duty compensation check directly to the Bloomingdale Board of Education and deliver the endorsed check to the Business Office. The employee shall then be entitled to his/her regular paycheck. After such service, the employee shall be reinstated in the same position held prior to jury duty, with no penalties. Each employee assigned to jury duty shall advise the Superintendent in writing within five (5) working days of receiving notification.

## XI. EXTENDED LEAVES OF ABSENCE

### A. Maternity/Adoption Leave

1. No tenured teacher shall be removed from her regular teaching duties during her pregnancy, nor shall any non-tenured teacher be removed from her regular teaching duties during those months of her pregnancy, which occur during a school year for which she has signed a contract for employment with the Board, except as indicated in Section 2.
2. The Board may remove any pregnant teacher from her teaching duties on any one of these bases:
  - a. Her teaching performance has substantially declined from the time immediately prior to her pregnancy.
  - b. If the basis for removal from duties is the physical condition or capacity of the teacher:
    - (1) The pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or
    - (2) Board of Education's physician and the teacher's physician agree that she cannot continue teaching, or
    - (3) Following any difference of medical opinion between the Board's physician and the teacher's physician, the Board requests expert consultation in which case the Passaic County Medical Society shall appoint an impartial third physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.
  - c. Any other just cause as defined in N.J.S.A. Title 18.
3. All tenured or non-tenured pregnant or adopting teachers may apply to the Board for a leave of absence without pay and shall be granted that leave at any time requested before the expected date of birth and continuing to a reasonable

requested date after the arrival of a natural or adopted child. Following the grant of such leave to any teacher, the date of return of that teacher shall be further extended in the discretion of the Board of Education for an additional reasonable period of time at the teacher's request for reasons associated with the pregnancy or birth or for other proper cause. However, the Board of Education need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which that leave is obtained.

4. No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the grounds that there has not been a lapse of time between the birth and her desired date of return or that a new school year has not begun except as is provided in the preceding paragraph. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any teacher after the birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties, provided that if the Board's physician is in disagreement that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph 2b (3).
5. A pregnant employee may apply for a leave of absence based upon a claim of disability, in which instance such leave shall be chargeable to the sick leave account of said employee.
6. A pregnant employee may apply for a leave of absence not based upon a claim of disability, in which instance, said leave of absence shall be without pay and shall not be charged against sick leave of said employee.
7. All extensions or renewals of such leave shall be applied for in writing to the Superintendent subject to the approval of the Board.

#### B. Sabbatical Leaves

##### 1. Purpose

A sabbatical may be granted to a teacher by the Board for study in their field, study in another area of specialization or for other exceptional reason of value to the school system. The full and final determination as to the degree of value of a sabbatical and the granting thereof shall rest with the Board.

##### 2. Conditions

Sabbatical leave shall be granted subject to the following:

- a. Requests for sabbatical leave must be received by the Superintendent in writing no later than January 1st of the year preceding the school year for which the sabbatical leave is requested. The Superintendent shall examine the application and make his recommendation promptly to the Board. The Board shall take action on each application by March 1st or as soon

thereafter as circumstances may allow.

- b. To qualify for a sabbatical leave, a teacher must have completed at least five full years of service in the Bloomingdale School District at the time of application.
- c. To qualify for a sabbatical leave, a teacher must agree in writing to complete two additional years of service in the Bloomingdale School District immediately following the sabbatical.
- d. A sabbatical may be granted for either one-half of a school year or for a full school year. Teachers granted sabbaticals shall be paid by the Board at fifty percent of the salary rate which he/she would have received had he remained on active duty, excluding educational assistance and sick leave. Health insurance will be paid by the Board.
- e. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of two percent (2%) of teaching staff at any one time.
- f. Upon return from sabbatical, the teacher shall submit a report to the Board within thirty (30) days after his/her return to active employment.

C. Military - Without Deduction

Military leaves related to annual active duty training shall be granted on an individual basis in accordance with existing New Jersey statutes. Teachers who are members of the Reserves or National Guard shall request his or her superior officer to allow him or her to fulfill his/her military requirements during the summer vacation.

D. Illness in Family

1. A leave of absence without pay for up to one (1) calendar year shall be granted for the purpose of caring for a sick member of a teacher's immediate family or a family member resident in the teacher's home, upon presentation of a physician's letter stating need.
2. Additional leave may be granted upon review and approval of the Board. Upon return from an extended leave of absence, the teacher shall be reinstated in his/her same position or a similar position for which he/she is certified.
3. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contractual period so long as the non-renewal of employment is not based solely upon the unpaid extended leave of absence.

E. Disability Leave

1. Any teacher who experiences a disability arising out of, but not limited to surgery, hospital confinement, medical treatment, pregnancy, child-birth, miscarriage and/or recovery shall apply for and receive disability leave upon presentation of documentation from a medical doctor.
2. Disability leave shall be charged to accumulated sick leave, if any, of said teacher. If the accumulated sick leave is or has been exhausted, the disability leave shall be without pay, but with full insurance coverage as provided to all employed teachers under this agreement. However, notwithstanding any other paragraph in this section, insurance coverage provided at Board expense shall not exceed one year.
3. If the teacher's absence shall be the result of a personal injury caused by an accident or unprovoked assault arising out of and in the course of his/her employment, such teacher shall be allowed disability leave with full pay for up to one (1) calendar year. Such leave shall not be charged to sick leave. In accordance with NJSA 18A:30-2.1, any amount of salary or wages paid or payable to the teacher under this sub-section shall be reduced by the amount of any Workman's Compensation award made to the teacher under this sub-section for temporary disability pursuant to Title 34 of the N.J. Statutes.
4. The Board shall grant a disability leave for a period of up to (1) calendar year. The Board shall have discretionary power to grant an extension or reduction of the disability leave for a reasonable period of time, as requested. (See NJSA 18A:30-1 et seq., specifically 18A:30-7).
5. A teacher who desires to continue in the performance of his/her duties during a period expected to lead to a disability shall be permitted to do so provided the teacher produces a statement from his physician, certified in writing to the Board not more than once per month, and confirmed by the School Medical Inspector, stating that the teacher is physically capable of continuing to perform his/her duties and stating up to what date, in the opinion of the physician, the teacher is capable of performing his/her duties.

F. Other

Employees may be granted leave without pay upon submitting request in writing to the Superintendent, specifying reason and duration of request and subject to the final approval of the Board. Such leaves shall be without benefits.

XII. EDUCATIONAL ASSISTANCE PLAN

- A. The Board will reimburse an eligible employee for the full cost of books, tuition and/or laboratory fees upon completion of approved courses with a grade of A, B, or Pass, for a Pass/Fail grading system. Books may be returned to the Board of Education for use in the teachers' professional library.



1. Reimbursement will be limited to a maximum of \$3,500 per tenured teacher per year and \$2,500 per non-tenured teacher per year, with \$0 reimbursement for first year teachers, up to an aggregate of \$30,000 per year for all teachers.
  2. The cost of supplies, transportation, registration fees, matriculation fees, etc., is not included in the plan and, therefore, will not be paid by the Board.
- B. To be eligible for assistance under this plan, or additional compensation upon the acquisition of additional academic credits or completion of a degree program at an institution of higher education, an employee must qualify as follows:
1. For assistance requested for the period July 1st to August 31st, the employee must actively be employed on the payroll for five months after the opening of the Bloomingdale Schools in September.  
  
For assistance requested for the period September 1 to June 30, the employee must be on the active payroll during the entire period for which assistance is requested.
  2. Pursue an educational objective and courses leading to it that are:
    - a. Graduate level coursework that provide academic credits or credits towards a degree program, and are directly related to the employee's position in the school system.
    - b. Offered at an accredited college or university.
    - c. All courses other than certification or degree, are approved by the Board or its designee, and satisfy the other requirements contained herein.
    - d. On-line courses shall be permitted, provided that they are part of a certification or degree program and meet the requirements of a, b, and c above. Once a master's degree is attained, online courses shall be permitted so long as they meet the requirements of a, b, and c above. (Refer to October 7, 2013 Side Bar Agreement)
- C. Holders of provisional or emergency certificates shall receive reimbursement only for courses, which earn credits in addition to the initial four credits required to keep their present certificates valid.
- D. Teachers shall remain in Bloomingdale for 1 year following reimbursement. A teacher choosing to leave shall repay the District the reimbursement that is

received during the year prior to separation, except if: 1) the employment location of the teacher's spouse is transferred out-of-state or greater than 50 miles away, or 2) the teacher is reduced from full-time to part-time, or 3) the teacher resigns due to medical reasons for personal or immediate family members as defined under bereavement leave.

### XIII. DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees, dues for the Bloomingdale Education Association, the Passaic County Education Association, the New Jersey Education Association, the National Education Association, any mentoring fees, and a payroll savings plan or tax shelter annuity program as said employees individually and voluntarily authorize the Board to deduct. Mentoring fees will be paid from the deductions with the last paycheck of the school year.
- B. Members of the bargaining unit who do not choose to join the Bloomingdale Education Association shall have a representation fee equal to 85% of the Association dues deducted from their pay and forwarded to the treasurer of the Association.

The Association shall indemnify and hold harmless against any and all claims, demands, suits and all other forms of liability, including liability for reasonable counsel fees and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

The Association agrees to establish a demand and return system in accordance with NJSA 34A: 13A-5.5.

### XIV. RIGHTS AND PRIVILEGES

- A. Association Rights and Privileges
  - 1. The Association shall be permitted the reasonable use of school facilities with the approval of the administration and according to the community use of school regulations.
  - 2. The Association may place notices in the faculty mailboxes with the approval of the administration.
- B. Teachers' Rights and Privileges

A teacher shall have the right upon request to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. The Superintendent or designee shall be present during the review. Teachers may make written comment concerning

content of their files. This written comment will be part of the file.

XV. TEACHING HOURS

- A. As professionals, teachers are expected to devote to their assignments, the time necessary to meet their responsibilities, but they shall not be required to "clock in or out" by hours and minutes. Teachers shall indicate their presence for and leaving of duty by placing a check mark in the appropriate column of the faculty "sign in and sign out" register.
- B. The total in-school workdays shall consist of not more seven hours, which shall include a duty-free lunch period during any regularly scheduled student lunch period. In the event that an aide is absent, unavailable or late for his/her assigned duties, it will be the responsibility of the teacher to supervise the class. However, for any prolonged absence of a period exceeding one week the Board will make every reasonable effort to obtain a replacement.
- C. No teacher shall be required to report for work earlier than fifteen minutes before the opening of the pupil's day and shall be permitted to leave ten minutes after the close of the pupil's school day with the exception of faculty meetings, curriculum and instructional workshops, emergency situations and programs involving the school and community, to the extent of past practice.
- D. All middle school teachers shall have 30 consecutive minutes for a duty-free lunch.

Each middle school teacher shall receive a guaranteed full prep period per day. Prep time guarantee will not apply on field trip days. On shortened days prep times will be adjusted accordingly.

- E. Each elementary teacher shall be guaranteed 80 minutes per day to be divided between a duty-free lunch and uninterrupted consecutive minutes of prep time. Prep time guarantee will not apply on field trip days. On shortened days prep times will be adjusted accordingly.
- F. When a teacher is absent and no substitute is provided, a payment shall be made as follows:
  - 1. Middle School - \$25/period of coverage for 1<sup>st</sup> two (2) coverages in the same week; \$30/period after two (2) coverages in same week,
  - 2. Elementary School -
    - a. \$25/prep. period missed when a specialist is absent for 1<sup>st</sup> two (2)

coverages in the same week; \$30/period after two (2) coverages in same week,

- b. \$125/day to be divided equally among the receiving teachers when a regular classroom teacher is absent and a class is divided and placed in other classrooms.

Note: Volunteers will be used where deemed appropriate. Assigned person will be required to work the duty.

- G. Best efforts will be made to limit Middle School assignments to no more than four (4) different course preparations.

## XVI. TEACHER EVALUATION

- A. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction. Non-tenured staff will be evaluated on accordance with statute. The parties further agree, separate from negotiations, having annual evaluations for tenured staff conducted as part of an Annual Performance Review Component to the staff member's Professional Development Plan. If there is any agreement through those separate discussions, a Side Bar to the collective bargaining agreement shall be executed.
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly.
- C. The teaching staff member shall be given a copy of the written evaluation of his/her performance which shall include:
  - 1. Performance areas of strength, including but not limited to those evidenced during the observation period.
  - 2. Performance areas needing improvement, including but not limited to those evidenced during the observation period.
  - 3. Suggestions for improvement.
- D. The evaluation shall be signed by both the evaluator and the teaching staff member. The teaching staff member's signature shall not be interpreted as an assent to the contents signed.
- E. All teachers shall have an opportunity to have a conference within 10 school days after receipt of said evaluation.

## XVII. PROFESSIONAL OPENINGS

- A. The Superintendent of Schools shall post in all schools in the spring a list of anticipated fall professional position vacancies.

In the case of an extreme emergency which may occur during the year, the opening may be posted by the Superintendent as he/she deems timely and/or appropriate.

## XVIII. MILEAGE REIMBURSEMENT

- A. The Board agrees to provide mileage reimbursement in the amount of the I.R.S. or NJ OMB, whichever is permissible by either advisory or law, printed allowance per mile for those staff personnel who must travel from school to school in the performance of their duties.
- B. Teachers shall provide to the Central Office a written reimbursement request that includes the locations and the distance traveled and, if requested, a brief description of the purpose for the travel.
- C. Teachers assigned to more than one school shall have in their schedules 20 minutes to travel between buildings.

## XIX. BACK-TO-SCHOOL NIGHT

- A. Back-to-School Night shall be held annually in late September or early October in each school to explain the educational objectives of each class to parents and guardians. All teachers are expected to attend. Back-To-School Night shall start at 7:00 p.m. and end no later than 9:00 p.m.

## XX. PARENT-TEACHER CONFERENCES

- A. Conferences shall be held twice a year for three days each.

In grades K-8, these conferences shall be held in two evenings and one day time. Conferences shall be two hours in length. Evening conferences will be held 7:00 P.M.-9:00 P.M. at the middle school and 6:00 P.M. to 8:00 P.M. at the elementary schools.

If the staff of any school opts to hold daytime and evening conferences on the same day, the resulting "free" day shall be a half-day for the staff.

XXI. MISCELLANEOUS PROVISIONS

- A. Copies of this agreement shall be provided at the expense of the Board and be available to staff members with the issuance of next year's contract, if practicable, and shall include a table of contents.
- B. The Board agrees to use central registers for attendance purposes.
- C. There will be an early dismissal of all schools on Thanksgiving Eve and on the last day school is open before the Christmas recess.
- D. Teachers shall not be required to attend activities, conferences, or meeting on days when they are not scheduled to teach.

The exception to this rule shall be the band director shall be paid \$50.00 for attendance at graduation, when attendance is required and graduation is on a non-teaching day.

- F. Ten thousand dollars shall be provided for teacher workshops every year. Said money shall be used to pay for workshop registration fee and reasonable expenses incurred by teachers attending approved workshop. The maximum amount to be paid for any workshop shall be \$300/teacher/workshop.
- G. Teachers should make their own duplicating materials for the classroom except in unusual circumstances.
- H. A Staff Attendance Incentive Program will be implemented by the Superintendent or designee. The following rewards will be received by teachers who qualify according to the requirements of the plan. These rewards must be spent on classroom or school-related educational materials or equipment.

No Days Absent	\$225
One Day Absent	\$175
Two Days Absent	\$125

- I. A representative from each school will serve on a Board of Education calendar committee in order to provide input from the Association.
- J. The Board shall provide to the Association approved Board of Education public meeting minutes via the District's website. Approved copies shall be available upon request. The Association will supply the paper for copies.
- K. Teachers assigned to stipended activities shall submit student attendance and activity reports to the Principal on a quarterly basis.
- L. A representative from each grade level/ subject area shall be asked to serve on professional development committees in order to assist the administration in

choosing professional development programs.

XXII. SEPARABILITY

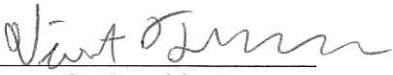
If any provision, or part of any provision, or this Agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions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


XXIII. DURATION

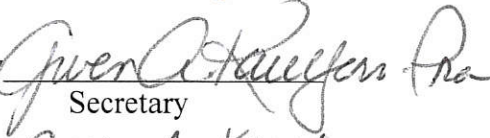
This agreement shall be effective as of July 1, 2015 and shall continue in effect until June 30, 2018.

IN WITNESS WHEREOF, the Association has caused this agreement to be signed by its Co-Presidents and the Secretary and the Board has caused this agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

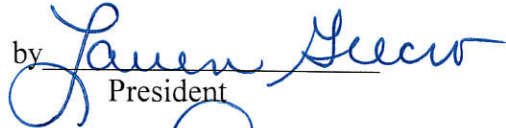
ASSOCIATION

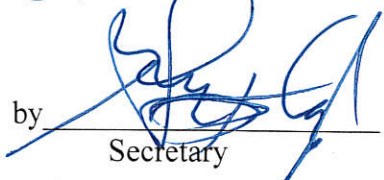
by   
Co-President  
Vincent Fredericks

by   
Co-President  
Jillian Engelhardt

by   
Secretary  
Gwen A. Kauifers-Pra

BOARD OF EDUCATION

by   
President

by   
Secretary





ARTICLE VI - ACTIVITIES GUIDE

Title	# of Positions	Compensation 2015-2016 2.5%	Compensation 2016-2017 2.5%	Compensation 2017-2018 2.5%
Athletic Coordinator	1	\$1,541	\$1,579	\$1,619
Anti-bullying Specialist -WTB	1	\$1,538	\$1,576	\$1,615
Anti-bullying Specialist- SRD	1	\$1,025	\$1,051	\$1,077
Anti-bullying Specialist- MBD	1	\$500	\$513	\$525
Art Club- WTB	1	\$1,541	\$1,579	\$1,619
Basketball Coach	2	\$3,035	\$3,111	\$3,189
Basketball Supv.- WTB (3:15- 5:15 p.m.)	1	\$1,131	\$1,159	\$1,188
Before-Sch Supv. WTB&SRD (Nov-Apr)	2	\$1,809	\$1,854	\$1,901
Chaperone (TBD) per event	1	\$37	\$38	\$39
CHAT Advisor	2	\$2,003	\$2,053	\$2,104
Conflict Mediation	2	\$1,541	\$1,579	\$1,619
Curriculum Writing- per hour	varies	\$42	\$43	\$44
Cross Country Coach- WTB	1	\$1,025	\$1,051	\$1,077
Cross County Asst. Coach- WTB	1	\$513	\$525	\$552
Detention Supervisor - WTB	1	\$1,541	\$1,579	\$1,619
Eight Grade Class Advisor	1	\$1,230	\$1,261	\$1,292
Eight Grade Trip Advisor	1	\$1,025	\$1,051	\$1,077
Eight Grade Trip Chaperone – WTB per day	8	\$228	\$233	\$239
Eight Grade Trip Nurse-In-Charge – WTB per day	1	\$228	\$233	\$239
Eight Grade Trip Leader per day	1	\$274	\$281	\$288
G&T (Bell) 2 at WTB and 1 at SRD)	3	\$2,970	\$3,045	\$3,121
Junior Honor Society	1	\$1,012	\$1,037	\$1,063
Instrumental Band	1	\$4,087	\$4,189	\$4,294
Intramurals	2	\$3,693	\$3,785	\$3,880
Newspaper - WTB	1	\$1,541	\$1,579	\$1,619
Safety Town*	2	\$626	\$642	\$658
Science Curriculum Consultant	1	\$1,541	\$1,579	\$1,619
Student Council Advisor - SRD	1	\$771	\$790	\$810

Student Council Advisor - MBD	1	\$771	\$790	\$810
Student Council Advisor - WTB	1	\$1,131	\$1,159	\$1,188
Teacher In Charge BA	3	\$877	\$899	\$922
Teacher In Charge MA		\$1,065	\$1,092	\$1,119
Teacher In Charge Supervisor Cert.		\$1,255	\$1,286	\$1,318
Theater Arts Director	1	\$1,979	\$2,029	\$2,079
Theater Arts Asst. Director	1	\$1,630	\$1,670	\$1,712
Webmaster K-4	2	\$1,541	\$1,579	\$1,619
Webmaster - WTB	1	\$1,541	\$1,579	\$1,619
Yearbook – WTB	1	\$3,077	\$3,154	\$3,233

\* A 25% increase in Safety Town enrollment triggers a committee meeting of Administration and Association to discuss changes to the stipend amount and/or staff levels.

N.B. No employee shall be assigned responsibilities for supervising lunch detention or the duties and responsibilities of School and/or District Testing Coordinator, without first negotiating such stipends.

2015-16 Salary Guide

APPENDIX B

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
<b>1</b>	55,260	57,610	59,960	62,310	64,660	67,010	69,360	71,710
<b>2-3</b>	55,760	58,110	60,460	62,810	65,160	67,510	69,860	72,210
<b>4-5</b>	56,260	58,610	60,960	63,310	65,660	68,010	70,360	72,710
<b>6</b>	56,760	59,110	61,460	63,810	66,160	68,510	70,860	73,210
<b>7</b>	57,260	59,610	61,960	64,310	66,660	69,010	71,360	73,710
<b>8</b>	58,010	60,360	62,710	65,060	67,410	69,760	72,110	74,460
<b>9</b>	59,010	61,360	63,710	66,060	68,410	70,760	73,110	75,460
<b>10</b>	60,310	62,660	65,010	67,360	69,710	72,060	74,410	76,760
<b>11</b>	61,435	63,785	66,135	68,485	70,835	73,185	75,535	77,885
<b>12</b>	62,805	65,155	67,505	69,855	72,205	74,555	76,905	79,255
<b>13</b>	64,455	66,805	69,155	71,505	73,855	76,205	78,555	80,905
<b>14</b>	66,725	69,075	71,425	73,775	76,125	78,475	80,825	83,175
<b>15</b>	69,650	72,000	74,350	76,700	79,050	81,400	83,750	86,100
<b>16</b>	73,225	75,575	77,925	80,275	82,625	84,975	87,325	89,675
<b>17</b>	77,475	79,825	82,175	84,525	86,875	89,225	91,575	93,925
<b>18</b>	82,345	84,695	87,045	89,395	91,745	94,095	96,445	98,795

2016-17 Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	55,380	57,730	60,080	62,430	64,780	67,130	69,480	71,830
2	55,880	58,230	60,580	62,930	65,280	67,630	69,980	72,330
3-4	56,380	58,730	61,080	63,430	65,780	68,130	70,480	72,830
5-6	56,880	59,230	61,580	63,930	66,280	68,630	70,980	73,330
7	57,380	59,730	62,080	64,430	66,780	69,130	71,480	73,830
8	58,130	60,480	62,830	65,180	67,530	69,880	72,230	74,580
9	59,130	61,480	63,830	66,180	68,530	70,880	73,230	75,580
10	60,430	62,780	65,130	67,480	69,830	72,180	74,530	76,880
11	61,555	63,905	66,255	68,605	70,955	73,305	75,655	78,005
12	62,925	65,275	67,625	69,975	72,325	74,675	77,025	79,375
13	64,575	66,925	69,275	71,625	73,975	76,325	78,675	81,025
14	66,845	69,195	71,545	73,895	76,245	78,595	80,945	83,295
15	69,795	72,145	74,495	76,845	79,195	81,545	83,895	86,245
16	73,395	75,745	78,095	80,445	82,795	85,145	87,495	89,845
17	77,745	80,095	82,445	84,795	87,145	89,495	91,845	94,195
18	82,645	84,995	87,345	89,695	92,045	94,395	96,745	99,095

2017-18 Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	55,405	57,755	60,105	62,455	64,805	67,155	69,505	71,855
2	55,905	58,255	60,605	62,955	65,305	67,655	70,005	72,355
3	56,405	58,755	61,105	63,455	65,805	68,155	70,505	72,855
4-5	56,905	59,255	61,605	63,955	66,305	68,655	71,005	73,355
6-7	57,405	59,755	62,105	64,455	66,805	69,155	71,505	73,855
8	58,155	60,505	62,855	65,205	67,555	69,905	72,255	74,605
9	59,155	61,505	63,855	66,205	68,555	70,905	73,255	75,605
10	60,455	62,805	65,155	67,505	69,855	72,205	74,555	76,905
11	61,580	63,930	66,280	68,630	70,980	73,330	75,680	78,030
12	62,950	65,300	67,650	70,000	72,350	74,700	77,050	79,400
13	64,600	66,950	69,300	71,650	74,000	76,350	78,700	81,050
14	66,870	69,220	71,570	73,920	76,270	78,620	80,970	83,320
15	69,870	72,220	74,570	76,920	79,270	81,620	83,970	86,320
16	73,520	75,870	78,220	80,570	82,920	85,270	87,620	89,970
17	77,970	80,320	82,670	85,020	87,370	89,720	92,070	94,420
18	82,945	85,295	87,645	89,995	92,345	94,695	97,045	99,395