

AGREEMENT

Between the

BLOOMINGDALE BOARD OF EDUCATION

and the

BLOOMINGDALE TEACHERS' ASSOCIATION

2009 - 2012

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AGREEMENT

This agreement entered into this 5th day of October, 2009, 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 Teachers' Association, hereinafter called the "Association."

I. RECOGNITION

The Board hereby recognizes the Bloomingdale Teachers' 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. 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.

See attached Salary Guides.

The Board agrees to provide, for each year of the Agreement, increases of 4.0% in 2009-2010; 4.6% in 2010-11 and 4.6% in 2011-12 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 Bloomingtondale

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

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

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

\$500 after 12 years of teaching in Bloomingtondale

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

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

An additional \$200 after 25 years of teaching in Bloomingtondale 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 on July 15th and August 15th. 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.

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.

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.

V. HOME INSTRUCTION

The rate for home instruction shall be as follows:

2009-2012 school year \$ 41.00 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 BTA employees.

The Board agrees to provide, for each year of the Agreement, increases of 0% in 2009-2010; 3.5% in 2010-2011 and 3.5% in 2011-2012 over the prior year's activities compensation.

SEE APPENDIX A.

VII. HEALTH AND INSURANCE PROTECTION

A. Medical/Health Plan

1. All employees who have obtained tenure on or before June 30, 2000 will remain in the traditional Blue Cross/Blue Shield Horizon Medical Insurance Package with no contribution toward benefits.
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. 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.
3. 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.
4. 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 BTA member will be deducted in pre-tax dollars.

Beginning in the 2001-2002 school year, unit members will contribute toward the cost of their dental premiums as follows:

- \$116. For individual coverage
- \$185. For Husband/Wife or Parent/Child coverage
- \$325. For Family coverage.

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 31st and June 30th. 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 1st of any year who elect not to take insurance coverage(s), or employees who terminated employment prior to June 30th, shall have the payment prorated based on the number of months the teacher was employed. The Board will amend the 125 plan to insure that health benefits are not taxable.

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.

Deferred certified retirement of up to two (2) years shall receive the benefits of this article, payment to be made upon the payment of the first check from the pension fund.

Payment of the above amount shall be no sooner than July 15th of the first payday in the first fiscal year following the employees announced retirement and no later than one month from this day unless the employee requests a deferred payment.

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, 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 the
 - (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 (including Maternity-related 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 \$3,000 per person per year.
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, 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 and 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.
- 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.

XIII. DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees, dues for the Bloomingdale Teachers' Association, the Passaic County Teachers' Association, the New Jersey Education Association, the National Education Association and a payroll savings plan or tax shelter annuity program as said employees individually and voluntarily authorize the Board to deduct.
- B. Members of the bargaining unit who do not choose to join the Bloomingdale Teachers' 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 - \$20/period of coverage,
 - 2. Elementary School -
 - a. \$20/prep. period missed when a specialist is absent,
 - b. \$100/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. 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 a reasonable amount of time 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 7:15 p.m. and end no later than 8:30 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 7:00P.M.-9:P.M.

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 years 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 \$200/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 a written copy of approved Board of Education public meeting minutes. The Association will supply the paper for copies.

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, 2009 and shall continue in effect until June 30, 2012.

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

BOARD OF EDUCATION

by _____
Co-President

by _____
President

by _____
Co-President

by _____
Secretary

by _____
Secretary

BLOOMINGDALE TEACHERS'
ASSOCIATION CONTRACT

APPENDIX A

ARTICLE VI - ACTIVITIES GUIDE

Title	Compensation Base Year	# of Positions	Compensation 2009-2010 0%	Compensation 2010-2011 3.5%	Compensation 2011-2012 3.5%
Athletic Director	\$1,362	1	\$1,362	\$1,410	\$1,459
Basketball Coach	\$2,684	2	\$2,684	\$2,778	\$2,875
Basketball Supv.- WTB (3:15- 5:15 p.m.)	\$1,000 per season	1	\$1,000	\$1,035	\$1,071
Before-Sch Supv.WTB&SRD (Nov-Apr)	\$1,600	2	\$1,600	\$1,656	\$1,714
Chaperone (TBD)	\$32 per event	1	\$32	\$33	\$35
CHAT Advisor	\$1,771	2	\$1,771	\$1,833	\$1,897
Conflict Mediation	\$1,362	2	\$1,362	\$1,410	\$1,459
Detention Supervisor - WTB	\$1,362	1	\$1,362	\$1,410	\$1,459
Eight Grade Advisor	\$1,853	1	\$1,853	\$1,918	\$1,985
Eight Grade Trip Chaperone - WTB	\$202 per day	8	\$202	\$209	\$216
Eight Grade Trip Nurse-In-Charge - WTB	\$202 per day	1	\$202	\$209	\$216
Eight Grade Trip Leader	\$242 per day	1	\$242	\$250	\$259
Junior Honor Society	\$894	1	\$894	\$925	\$958
Instrumental Band	\$3,614	1	\$3,614	\$3,740	\$3,871
Intramurals	\$3,265	2	\$3,265	\$3,379	\$3,498
Newspaper - WTB	\$1,362	1	\$1,362	\$1,410	\$1,459
Safety Town*	\$554	2	\$554	\$573	\$593
Science Curriculum Consultant	\$1,362	1	\$1,362	\$1,410	\$1,459
Student Council Advisor - SRD	\$681	1	\$681	\$705	\$730
Student Council Advisor - MBD	\$681	1	\$681	\$705	\$730
Student Council Advisor - WTB	\$1,000	1	\$1,000	\$1,035	\$1,071
Teacher In Charge BA	\$776	3	\$776	\$803	\$831
Teacher In Charge MA	\$942		\$942	\$975	\$1,009
Teacher In Charge Supervisor Cert.	\$1,109		\$1,109	\$1,148	\$1,188
Theater Arts Director	\$1,750	1	\$1,750	\$1,811	\$1,875
Theater Arts Asst. Director	\$1,441	1	\$1,441	\$1,491	\$1,544
Webmaster K-4	\$1,362	2	\$1,362	\$1,410	\$1,459
Webmaster - WTB	\$1,362	1	\$1,362	\$1,410	\$1,459
Yearbook – WTB	\$2,721	1	\$2,721	\$2,816	\$2,915

* 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.

APPENDIX B

2009-10 Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	48,015	50,365	52,715	55,065	57,415	58,590	60,355	62,705
2	48,265	50,615	52,965	55,315	57,665	58,840	60,605	62,955
3	48,515	50,865	53,215	55,565	57,915	59,090	60,855	63,205
4	48,765	51,115	53,465	55,815	58,165	59,340	61,105	63,455
5	49,265	51,615	53,965	56,315	58,665	59,840	61,605	63,955
6	50,265	52,615	54,965	57,315	59,665	60,840	62,605	64,955
7	51,515	53,865	56,215	58,565	60,915	62,090	63,855	66,205
8	53,265	55,615	57,965	60,315	62,665	63,840	65,605	67,955
9	55,265	57,615	59,965	62,315	64,665	65,840	67,605	69,955
10	57,765	60,115	62,465	64,815	67,165	68,340	70,105	72,455
11	60,765	63,115	65,465	67,815	70,165	71,340	73,105	75,455
12	63,965	66,315	68,665	71,015	73,365	74,540	76,305	78,655
13	67,715	70,065	72,415	74,765	77,115	78,290	80,055	82,405
14	71,965	74,315	76,665	79,015	81,365	82,540	84,305	86,655
15	76,715	79,065	81,415	83,765	86,115	87,290	89,055	91,405

2010-11 Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	48,660	51,010	53,360	55,710	58,060	59,235	61,000	63,350
2	48,910	51,260	53,610	55,960	58,310	59,485	61,250	63,600
3	49,160	51,510	53,860	56,210	58,560	59,735	61,500	63,850
4	49,660	52,010	54,360	56,710	59,060	60,235	62,000	64,350
5	50,410	52,760	55,110	57,460	59,810	60,985	62,750	65,100
6	51,410	53,760	56,110	58,460	60,810	61,985	63,750	66,100
7	52,910	55,260	57,610	59,960	62,310	63,485	65,250	67,600
8	54,660	57,010	59,360	61,710	64,060	65,235	67,000	69,350
9	56,660	59,010	61,360	63,710	66,060	67,235	69,000	71,350
10	59,160	61,510	63,860	66,210	68,560	69,735	71,500	73,850
11	62,160	64,510	66,860	69,210	71,560	72,735	74,500	76,850
12	65,660	68,010	70,360	72,710	75,060	76,235	78,000	80,350
13	69,660	72,010	74,360	76,710	79,060	80,235	82,000	84,350
14	73,860	76,210	78,560	80,910	83,260	84,435	86,200	88,550
15	78,610	80,960	83,310	85,660	88,010	89,185	90,950	93,300

2011-12 Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	49,795	52,145	54,495	56,845	59,195	60,370	62,135	64,485
2	50,045	52,395	54,745	57,095	59,445	60,620	62,385	64,735
3	50,295	52,645	54,995	57,345	59,695	60,870	62,635	64,985
4	50,795	53,145	55,495	57,845	60,195	61,370	63,135	65,485
5	51,545	53,895	56,245	58,595	60,945	62,120	63,885	66,235
6	52,545	54,895	57,245	59,595	61,945	63,120	64,885	67,235
7	53,795	56,145	58,495	60,845	63,195	64,370	66,135	68,485
8	55,795	58,145	60,495	62,845	65,195	66,370	68,135	70,485
9	58,045	60,395	62,745	65,095	67,445	68,620	70,385	72,735
10	60,545	62,895	65,245	67,595	69,945	71,120	72,885	75,235
11	63,545	65,895	68,245	70,595	72,945	74,120	75,885	78,235
12	67,045	69,395	71,745	74,095	76,445	77,620	79,385	81,735
13	71,045	73,395	75,745	78,095	80,445	81,620	83,385	85,735
14	75,545	77,895	80,245	82,595	84,945	86,120	87,885	90,235
15	80,545	82,895	85,245	87,595	89,945	91,120	92,885	95,235