

# **AGREEMENT**

**BETWEEN**

**THE BLOOMFIELD BOARD OF EDUCATION**

**AND**

**THE BLOOMFIELD EDUCATION ASSOCIATION**

*For the School Year July 1, 2013 to June 30, 2016*

FINAL BOARD APPROVAL JANUARY 7, 2014

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**PREAMBLE**

This Agreement entered into this 28<sup>th</sup> day of February 2014 by and between the Board of Education of the Township of Bloomfield, New Jersey, hereinafter called the Board and the Bloomfield Education Association, hereinafter called the Association.

This Agreement shall be effective as of July 1, 2013 and shall continue in full force and effect until June 30, 2016.

**WITNESSETH:**

**WHEREAS**, the Board and the Association recognize and declare that providing a quality education for the children of the Bloomfield School District is their mutual aim and that the character of such education depends predominantly-upon the quality and morale of teacher service, and

**WHEREAS**, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968, as amended by Chapter 123, Public Laws 1974, to negotiate with the Association as representative of employees hereinafter designated with respect to the terms and conditions of employment, and

**WHEREAS**, the parties have reached certain understandings which they desire to contain in this Agreement, be it

**RESOLVED**, in consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE 1

### RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all certificated professional personnel whether under contract, on leave, employed by the Board, including: classroom teachers, special teachers (art, music, physical education, reading, speech, exceptional children, compensatory education teachers, and Basic Skills teachers), librarians, nurses, social workers, psychologists, guidance counselors, student assistance coordinator Crisis counselors, world language teachers, technology teachers, LDTC and personnel involved in co-curricular activities. Superintendents, Assistant Superintendents, Directors, School Business Administrators, Administrative Assistants in the Central Office, Principals, Assistant or Vice Principals, and all other supervisory personnel are specifically excluded from the unit. Also excluded are substitute and casual employees.
- B. Unless Otherwise indicated the terms “teachers” or “employees” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.
- C. Teachers on unpaid leaves of absence shall not be entitled to economic fringe benefits except as specified in Article 27.

## ARTICLE 2

### NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 303, Public Laws 1968 as amended by Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on matters concerning the terms and conditions of teachers’ employment and grievance procedures. All matters affecting working conditions must be negotiated in accordance with law. Such negotiations shall begin not later than the date prescribed by PERC in the year in which this agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing within two months of the ratification of the final agreement, and signed by the Board and the Association.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection, records deemed to be pertinent to the conditions of employment except those defined as classified and confidential by the State Department

of Education or applicable law. After adoption each year, the Board shall provide the Association with a tentative line budget for the next school fiscal year.

### ARTICLE 3

#### GRIEVANCE PROCEDURE

##### A. Definitions

1. A “grievance” is a claim based upon an event or condition which affects the terms and conditions of employment as stated in this contract of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this Agreement.
2. The “grievant” is the person or persons making the claim or the Association making the claim.
3. A “party in 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.

##### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment of employees as stated in this Contract. Both parties agree that these proceedings will be kept informal and confidential at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement.

##### C. Procedure

1. Each employee has the right to be heard by his/her supervisor, principal, assistant superintendent, superintendent, and the Board of Education, on conditions concerning his/her employment. It is understood that he/she will proceed through the levels outlined in this procedure. Grievances shall be submitted on a form available in the office of the principal or the office of the Association.
2. All employees, including grievant or grievants, shall continue fully to perform their assigned duties, regardless of the pendency of the grievance until such grievance is officially resolved. The continuance of duty will not constitute an agreement as to the disposition of the grievance.

3. It is the intent of both parties in interest to process all grievances as expeditiously as possible.
4. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
5. Concerning all levels, all parties shall adhere to the following schedules for submitting and processing grievances. Request for time extensions will be made in writing. Requests will be granted. The granting will be in writing. Extensions will be for a maximum of twenty (20) days per level of the procedure. Failure to respond within the prescribed time limit or extended time limit, at each level, will allow the Association to submit the grievance to the next higher level. Failure to advance a grievance to the next higher level within the specified time limit, or extended time limit, shall be a waiver of the grievance.

D. Rights of Employees to Representation

Any party in interest may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

Any aggrieved person must present his/her grievance in writing to his/her principal/supervisor within thirty (30) days of the occurrence or of when the grievant should have known of the occurrence.

LEVEL 1:

During this thirty (30) day period between the occurrence and the submission in writing, the grievant shall discuss the grievance with his/her principal/supervisor who must reach a decision within six (6) days of receipt of the written grievance.

LEVEL 2:

If no resolution has been reached at Level 1, the grievance may be submitted in writing to the Superintendent within ten (10) days after receipt of the principal's decision. The Superintendent must rule on the grievance within ten (10) days after receipt of the grievance. If either party to this procedure requests a hearing at this level the hearing shall be held within the ten (10) day time period. The Superintendent's response shall be in writing with a copy to the Association.

### LEVEL 3:

If no resolution has been reached at Level 2, the grievance may be submitted in writing to the Board within ten (10) days after receipt of the Superintendent's response.

The Association may request a hearing of the grievance before the Board of Education or a committee thereof, which the Board may grant or deny. However, not more than three (3) times in a single contract year, the Association may require that a hearing be held before the Board or its designated committee (at the Board's option) and the Board shall grant such hearing. In such cases, the Association shall indicate that it is seeking a hearing under this mandatory provision.

If a hearing is held, the Board shall have thirty (30) days to schedule and hold the hearing. The Board shall respond to the grievance within fifteen (15) days of the hearing. If no hearing is held, the Board shall respond to the grievance within fifteen (15) days of receipt of the grievance.

### LEVEL 4:

If the Association is not satisfied with the disposition of the grievance at Level 3, or if no decision has been rendered within the fifteen (15) days after the grievance was delivered to the Board, it may, within five (5) days after a decision by the Board or twenty (20) days after the grievance was delivered to the Board whichever is sooner, submit the grievance to arbitration through the Public Employment Relations Commission, with a copy to the Board. The parties shall be bound by the rules and procedures of the Public Employment Relations Commission.

The arbitrator's decision shall be in writing and shall set forth his/her findings on fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. The arbitrator cannot add to, modify, or delete from the contract. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

Grievances shall not be deemed to be arbitrable which concern (a) any matter for which a specific method of review is prescribed either by law or by any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone; (b) a complaint of a non-tenured teacher which arises by reason of his/her not being re-employed; (c) a complaint by any teacher caused by appointment to, lack of appointment to, retention in, or lack of retention in any position for which tenure is



either not possible or not required; and (d) terms and conditions of employment not specifically part of this Agreement.

The costs for the services for the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

E. Miscellaneous

1. If in the judgment of the Association Grievance Committee a grievance affects a group or class of employees in a single school building, the Grievance Committee may submit the grievance in writing to the principal following the time guidelines of Level I. If the grievance affects a group or class of employees in more than one building, the Grievance Committee shall submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level II.
2. Decisions rendered at Level I which are unsatisfactory to the grievant, shall be in writing setting forth the decision and the reasons therefore and shall be transmitted to the grievant and the Association.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices; making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this section.
6. The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Association agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of the arbitrator.

**ARTICLE 4**

**BOARD OF EDUCATION'S LEGAL PREROGATIVES**

- A. Nothing in this Agreement shall be construed to diminish or remove from the Bloomfield Board of Education the authority or responsibilities which are vested in it by law.

- B. It is recognized by the parties that the Board is vested by the laws of the State of New Jersey with the management and control of all of the public schools in the School District. This authority of the Board shall include, but shall not be limited to, the right to hire, discharge or discipline teachers for just cause, and the authority to make such rules and regulations consistent with this agreement as are necessary for the government of the schools. Nothing in this Agreement shall constitute a derogation or transfer of authority of the Board as established by the laws of the State of New Jersey.

## ARTICLE 5

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association in response to reasonable requests any public information or other information to which the Association is legally entitled.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings he/she shall suffer no loss in pay.
- C. Representatives of the Bloomfield Education Association and also representatives of the United Teaching Profession currently limited to the Essex County Education Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Business Office and the principal of the building in question shall be notified in advance of the time and place of such meetings. Approval will be contingent upon prior scheduled use.
- E. The Association shall have the right with permission of the Superintendent to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall provide material and supplies incident to such use.
- F. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge and teachers dining room and the central office for Association notices.
- G. The Association shall have the right to use for Association Business the interschool mail facilities and school mail boxes as it deems necessary.
- H. The Association shall be provided without cost to it, with adequate office space in a building at a location and of a description to be mutually agreed upon. Use shall be restricted to reasonable times, and space shall be vacated after thirty (30) days notice if needed by the Board. The Association shall be allowed to install a telephone in such office at its own cost and expense.
- I. Every effort shall be made to limit the class load of the president of the Association and of its administrative assistant to four (4) assignments per day without home room for

secondary school teachers. Elementary teachers while serving as president of the Association are to be relieved of extra duties during their term of office. The president and the administrative assistant shall attend faculty meetings and workshops.

- J. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other teacher organization.
- K. A mutually agreeable number of copies of this Agreement shall be printed in booklet form at the equally shared expense of the Board and the Association. The booklet shall be printed within two (2) months of ratification of the Agreement.
- L. On any committee which is made up of Board members and teachers, the Bloomfield Education Association shall have representation on the committee.

## ARTICLE 6

### TEACHER'S RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968 as amended by Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 as amended by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- D. No teacher shall be subject to coercion, discrimination or reprisal for participation in local, county, state or National Education Associations sponsored activities. No teacher will be subject to coercion, discrimination, or reprisal for non-participation in local, county, state or National Education Associations sponsored activities by either the Board or the Association.

Note: The current affiliates of the Bloomfield Education Association are the Essex County Education Association, the New Jersey Education Association, and the National Education Association.

- E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Teachers with statutory protection under the tenure laws or with alternate statutory appeal procedures may not submit disputes concerning disciplinary determinations and reductions in rank or compensation to binding arbitration.
- F. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any disciplinary matter which could adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Whenever any teacher is required to attend a disciplinary interview called by the Superintendent, he/she shall be entitled to have a representative of the Association present to advise and represent him/her during the interview. He/she shall be entitled to prior written notice of the meeting or its purpose. Any suspension of a teacher shall be in accordance with N.J.S.A. 18A:6-8.3, 18A:25-6 and upon certification of a charge in accordance with N.J.S.A. 18A:6-14.
- G. A teacher shall have upon advance request, the right to review his/her personnel file in the Superintendent's office and to attach a response to any material, other than evaluations and observations, which the teacher considers derogatory. Review of personnel files shall be at a mutually agreed-upon time.
- H. No derogatory documents on file within the school system shall be introduced into any proceedings against a teacher without forty-eight (48) hours prior notice.

## ARTICLE 7

### CALENDAR

- A. The initial calendar will be adopted by the Board. Once adopted by the Board, any changes due to emergency closings during the school year shall be discussed with the Association during the development of the new calendar and prior to adoption by the Board.

## ARTICLE 8

### WORK YEAR

- A. 1. The work year shall be 183 pupil days and 186 teacher days.

2. If no emergency days are used during the school year, the Board may elect to extend the Memorial Day weekend to include Friday.
- B. The in-school work year may be extended by up to five (5) days for teachers to 190 days (191 beginning in 1995-96). These five (5) days must be scheduled between September 1 and June 30. The day shall be scheduled at least three (3) months in advance. The entire faculty does not have to be scheduled for the same day. The additional five(5) days shall be designated as in-service days and pupils will not be present. Teachers will be paid at the rate of \$30.00 per hour in 2013-2016.for each of these in-service days.
  - C. Early dismissal shall be of such a length that it shall include no more than the minimum amount of student contact time to satisfy the requirement of the New Jersey Department of Education for a school day. No more than 32 minutes of passing time shall be added to the student contact time. There shall be early dismissal on the last three (3) days of pupil contact during the school year.
  - D. On early dismissal and delayed opening days, pre-kindergarten, pre-school, and kindergarten teachers shall not be required to supervise AM and PM sessions at the same time.

## ARTICLE 9

### WORKDAY, HOURS AND SPECIAL PROVISIONS

- A. The mandatory teachers' day shall not exceed a consecutive seven (7) hours and ten (10) minutes except as provided for in Article 10 or in cases of unforeseen emergencies. These seven (7) hours and ten (10) minutes shall include the lunch period. At the Middle School part of these minutes shall be used to increase the length of the current lunch period to forty-two (42) minutes.
- B.
  1. The teachers' work day shall start ten (10) minutes before the pupil sessions begin in the morning, and end ten (10) minutes after the afternoon session ends, except on early dismissal days when teachers may be required to remain until the regular teacher departure time. On early student dismissal days that precede holidays teacher departure time shall be ten (10) minutes after student departure. On inclement weather days, if the Principal permits the students into the building ten (10) minutes before sessions begin (i.e., at the normal teaching reporting time), teaching staff members shall be available for student supervision purposes.
  2. The Board may adjust the work day of any unit member on a permanent basis to accommodate a flexible schedule. Adjusted day teachers will either be excused from before-after school meetings or paid for the time at the rate specified in Article 9, Section G.
  3. The parties recognize that due to the nature of the program at the Forest Glen School, the workday for teachers at that building shall begin twenty-five (25) minutes before the pupil session begins and will end one (1) hour after the-end of

the student day. The teachers workday shall not however, exceed that set forth in Article 9, & A, above.

- C. Elementary teachers are responsible for physically escorting their classes to the special teacher's instructional area. The classroom teacher may not leave until good order and discipline are transferred and the lesson has begun. The classroom teacher must return before the class is ended. In case of special education classes with an assigned instructional aide, the aide will remain with the class to assist the special.

It is the responsibility of the classroom teacher to be familiar with and supplement the special teacher's program by conducting follow-through lessons based on guidance from the special teacher. The principal shall have the right, as necessary, to require the classroom teacher's presence for such reasons.

A special teacher's prime responsibility is teaching his/her subject; he/she may not be used as a substitute except in extreme emergencies.

- D. 1. To the extent possible, all special teachers will be scheduled an uninterrupted block of preparation time equal to self-contained classroom teachers, but not less than thirty-five (35) minutes. Failure by the Board to succeed in these efforts cannot be pursued to arbitration.
2. High school and middle school preparation time is the length of one (1) teaching period.
3. Every effort shall be made to distribute preparations throughout the week. Failure to succeed in these efforts may not be pursued to arbitration.
4. Other members of the negotiating unit who are not regular classroom teachers shall be provided with appropriate preparation time.
5. Full-time Kindergarten teachers and Pre-K teachers shall be scheduled for the same number of preparations per week as are scheduled for full-time teachers assigned to self-contained classrooms in grades one (1) through six (6). Half-time teachers will be scheduled for the same number of preparations within a two (2) week period as are scheduled for full-time teachers in a one (1) week period.
- E. Teachers may leave the building without requesting permission during their duty-free lunch period.
- F. Elementary school teachers shall have a duty-free lunch period of one (1) hour. Middle School teachers shall have a duty-free lunch period which shall be no less than 42 minutes in length. Secondary School teachers shall have a duty-free lunch period of the same length as pupils but in no case less than thirty (30) minutes.
- G. Any teacher who is hired to work beyond the regular teacher in-school work year or beyond his/her total in-school workday, in a position comparable to the one he/she fills

during the regular school year or in curriculum development during vacation periods shall be compensated at the rate of \$30.00 per hour in 2013-14. This rate shall not be paid for such duties as painting or bus driving.

- H. Summer work for guidance counselors and cooperative education teachers will be posted and voluntary.
- I. Every effort shall be made to provide any teacher required to travel between two (2) & more buildings with a minimum of twenty (20) minutes of travel time. This time will not be considered part of lunch time or preparation time.
- J. Teachers assigned to self-contained classrooms in grades one (1) through six (6) shall be scheduled for a minimum of four (4) preparations per week of not less than one hundred fifty-five (155) total minutes. No preparation shall be less than thirty-five (35) minutes.

## ARTICLE 10

### TEACHING LOADS AND ASSIGNMENTS

- A. Each secondary teacher shall have one (1) preparation period daily but not less than five (5) per week, except for unusual problems. At the high and middle schools preparation time is the length of one (1) teaching period.
- B. Every effort shall be made so that teachers will not have to change subject area teaching stations too often during the day.
- C.
  - 1. (a) Teachers may be required to remain after the close of the regular school day, without additional compensation, for the purpose of attending faculty or other professional meetings no more than forty-eight (48) times per year, however, no more than five (5) per month. Such meetings should begin not later than fifteen (15) minutes after the student dismissal and should be of reasonable length, but shall end no later than 4:45 p.m. at the elementary and middle schools and 4:00 p.m. at the high school. Teachers who are assigned to work in more than one (1) building will only be required to attend faculty meetings in either their home building or departmental meetings.
  - (b) Due to the nature of instruction at the Forest Glen School, faculty or other professional meetings at that building shall begin no later than the close of the regular teachers' workday, and shall be of reasonable length, but shall end no later than 4:45 p.m.
- 2. The meetings described in Paragraph C (1) above shall include those meetings related to:
  - (a) Faculty meetings;
  - (b) Curriculum Development

1. Curriculum Development shall be exempt from these meetings and shall be compensated at the hourly rate or with appropriate comp time . Writing new curriculum shall be compensated at 22.5 hours=3 comp days. Revising curriculum (shall be compensated at 15 hours =2 comp days.
- (c) School Improvement Activities, including;
    1. Administrative Faculty Advisory Council;
    2. School Improvement Committee;
    3. Core Team meetings; and
    4. Grade level articulation meetings.
  - (d) Professional Development.
3. Notice of meetings shall be given to the teachers involved at least five (5) days prior to the meeting, except in an emergency, and a tentative agenda for such meetings will be distributed or posted in advance of the meeting whenever possible.
  4. Additional meetings may be required in the first several weeks of school or for the purpose of Middle States or State Department evaluations. Conferences with individual teachers shall not be construed as a meeting in the above categories. Teachers employed under funded programs will attend such additional meetings as may be required by the guidelines governing the approved project of the district
- D. Whenever possible, participation of teachers, including sponsoring teacher or teachers, in field trips planned to last longer than the school day and for the school week, and trips not directly concerned with the curriculum, shall be voluntary.
- E. 1. Teachers may be required to attend up to four (4) evening meetings, conferences, programs or school sponsored events per school year. This shall include attendance at high school graduation for members of the high school teaching staff. Up to three (3) evening parent conferences are to be included in the events. If an evening parent conference is scheduled, students will be dismissed at the time they are dismissed on afternoon conference days and teachers will be permitted to depart fifteen (15) minutes later. This shall include attendance at one (1) winter concert over the course of this three-year Agreement for elementary school teachers.
- F. Teachers shall not be required to perform custodial functions (other than those ordinarily included as in home economics and industrial arts), marking standardized tests designated in the town-wide test schedule, delivering supplies and books. Other clerical duties shall be kept to a minimum.
- G. Every effort shall be made to avoid the involuntary assignment of teachers to extra-curricular activities, with or without pay.



- H. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of the principal or immediate supervisor in writing. Mileage shall be reimbursed at the rate specified below plus tolls.
- I. Teachers teaching in two (2) school buildings on the same day shall be compensated annually at the rate set annually by the New Jersey Dept of Education.
- J. Insofar as it is possible, regular classroom teachers in the middle and high schools shall not be required to teach more than two (2) subject areas.
- K. It is understood that teachers will make themselves readily available to students enrolled in their classes for make-up or special help during the week.
- L. A teacher teaching an extra class in lieu of their preparation period for at least one semester shall be compensated at the rate of one sixth of the member's per diem rate.

## ARTICLE 11

### EVALUATION

- A. All formal classroom observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. Observation and evaluation of the work performance of a teacher will be conducted as often as deemed necessary by the administration but the minimum number of observations shall be as provided by statute and the rules and regulations of the State Department of Education. Duration of the formal observation shall be for a complete subject lesson in the elementary school and a full class period in the secondary schools. A teacher may request an additional prescheduled observation.
- C. A post-conference will be held between the evaluator and teacher within five (5) school days of each observation.
- D. The draft of written report of the observation will be presented to the teacher within five (5) school days of the conference. The teacher may request a conference on the written report within two (2) school days of receipt of the report. If the conference is requested, it shall be held within five (5) school days of the request. The teacher has the option of completing the "teacher's comments" section of the report and returning the draft to the evaluator within five (5) school days. The evaluator shall finalize the report and return it to the teacher for signature within eight (8) school days. The teacher then has five (5) days to sign and return the requested copies of the report.

- E. Any complaint regarding a teacher considered serious enough by the administration to warrant investigation shall be promptly investigated and brought to the attention of the teacher including the name of the complainant when known. Anonymous complaints shall not be a part of an evaluation unless verified by investigation.
- F. When a teacher receives a copy of a non-classroom evaluation report that could have negative impact on his/her employment, the teacher may have an Association representative present at the evaluation conference as an observer.
- G. Near the end of the evaluation cycle, teachers will be asked to submit data on progress toward completion of their professional improvement plan, professional activities, and pupil progress. An evaluation conference will be held to assess each teacher's performance relative to the District Descriptors of Good Teaching and to indicate areas for PIP objectives. The teacher will receive a written evaluation report within five (5) days of the conference. If requested by the teacher, a report conference will be held within five (5) school days. The report is to be signed and returned by the teacher within five (5) days of either receipt or report conference. The summative evaluation cycle must be completed by April 15.
- H. A PIP Conference to finalize no more than two (2) objective and action plans shall be held prior to the last day of school. If the teacher and administrator are unable to agree upon an action plan(s), a meeting to discuss same with the Superintendent shall be scheduled within five (5) days. The decision of the Superintendent shall be final.
- I. Each year the Superintendent shall convene a committee of principals and BEA representatives to review the supervision model in effect and to make recommendations for change, if necessary. These recommendations shall not be binding upon the Board.

## ARTICLE 12

### PROMOTION AND TRANSFER

Vacancies in positions and all newly created positions outside the bargaining unit and full-year vacancies within the bargaining unit will be posted in all schools. Acting positions as defined in statute and/or regulation shall not be posted. Extra-curricular, athletic activity, and paid duty assignment vacancies will be posted in the building concerned. All applications for vacancies should be forwarded to the Superintendent of Schools. All teachers are eligible to request consideration for a transfer within their field of competence.

The positions for the volunteer lunch teachers will be posted in each school building for the purpose of securing volunteers.

All teachers presently on staff, holding the appropriate certification, who apply for promotional non-unit positions, and who have at least ten (10) years of service in Bloomfield, shall be afforded an interview unless specifically given the reasons in writing why an interview is not appropriate.

**ARTICLE 13**

**INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

An involuntary transfer or reassignment shall be made only after written notification and a meeting between the teacher involved and the principal or superintendent (or his/her designee), at which time the teacher shall be notified of the reasons therefore.

**ARTICLE 14**

**TEACHER ASSIGNMENT**

- A. To the extent possible, all teachers shall be given written notice of their tentative class and/or subject assignments and building assignments for the forthcoming year not later than the end of the first week in June.

**ARTICLE 15**

**TEMPORARY LEAVES OF ABSENCE**

A. Sick Leave

1. The Board will grant twelve (12) days of sick leave per year to each full-time teacher without deduction in pay. Such leaves shall be credited as of the first day of the school year. Teachers employed less than full time shall receive:
  - (a) If less than 180 days a number of days determined by the ratio of days to be worked divided by  $200 \times 12$ ;
  - (b) Sick leave and Family Sick leave granted shall be for either the full length of the school day or a half day and shall be recorded as such.

Unused sick leave in any year shall be allowed to accumulate. Deduction of sick days allowable at the same rate, may be made if the employee is employed after September 1, or resigns or leaves before the completion of the school year.

2. In case of sick leave claimed, the Board may require a physician's certificate to be filed with the Secretary of the Board of Education. In the event that an employee's sick leave extends more than five (5) consecutive work days, the employee will be required to complete the Certification of Health Care Provider form and submit said form to the Office of Personnel within fifteen days of receipt. The employee will be entitled up to \$5.00 reimbursement for "completion of form charge" with receipt of charge.
3. Sick leave is hereby defined to mean the absence from his/her post of duty, of the employee because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on

account of a contagious disease or of being quarantined for such a disease in his/her immediate household.

4. (a) Teachers will be paid one (1) day for every three (3) days of unused accumulated sick leave at the rates per day shown below upon retirement following six (6) months written notice, except in the event of emergency, to the Board of their intention to retire. The maximum allowable accumulation of unused sick leave days shall be 350 days with payments for such days as follows:

	<u>2010-2013</u>
1 - 100 days accumulated =	\$71.00
101 - 200 days accumulated =	\$76.00
201 - 350 days accumulated =	\$82.00

B. Extended Absence for Illness

When absence, under circumstances described above, exceeds the annual leave and the accumulated leave, the Board will consider each case on its individual merits.

C. Allowance for Absence Other than Personal Illness

This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. No unused sick days shall be accumulative for use in another year except where specifically stated. Absence other than personal illness leave granted shall be for the full length of the school day and shall be recorded as full days.

1. Death in the Immediate Family - Teachers shall be granted an allowance of up to five (5) days for the death in the immediate family. Days will only be granted if requested in close proximity to the death.

Definition: Immediate shall include - spouse, parent, grandparent, parent-in-law, child, sibling, or anyone making his/her home with the family or anyone who actually stands in the position of a member of the immediate family to the employee.

2. Death of Relative of the Second Degree - An allowance of one (1) days leave shall be granted.

Definition - Uncle, aunt, niece, nephew, cousin, or relative by marriage.

3. Serious Illness in the Immediate Family - Teachers shall be granted an allowance of three (3) days leave. Family Sick leave granted shall be for either the full length of the school day or a half day and shall be recorded as such. The Board has the authority to demand medical certification when teachers request family illness days.

Definition - Immediate family -- same as 1. above.

- D. Other Emergencies of a Personal Nature - A total of up to four (4) days leave during a school year, shall be granted by the Superintendent of Schools for the reasons listed below. Days granted shall be for the full length of the school day and shall be recorded as full days.
1. Any other emergency or urgent reason, if approved by the Superintendent of Schools or the Board of Education.
  2. Except for emergencies or extenuating circumstances as determined by the Superintendent, no leave shall be permitted the day prior to or the day following a school holiday, vacation period or the last contractual day of the school calendar for ten month employees. It is understood that these days must be for an appropriate purpose, and, if not, they are subject to denial and/or rescission by the Superintendent.
- E. Teachers may be provided leave for professional visitation with prior approval of the Building Principal and Superintendent. Requests filed by the teacher must be responded to by the Principal within five (5) calendar days. If there is no response by the principal or the request is denied, she/he may appeal directly to the Superintendent.
- F. Upon request to and recommendation of the Superintendent and with the approval of the Board, up to two (2) days may be allowed for two (2) official representatives of the Association to attend conferences and conventions of state or national affiliated organizations.
- G. Teachers who do not use any personal days in any school year will have unused personal days added to their accumulated sick leave record. Personal days added to the sick leave record may only be used for sick leave and only after all accumulated sick leave days have been exhausted. Personal days accumulated as sick leave may not be cashed in upon retirement.
- H. Sick Leave Bank
1. The District shall recognize and permit the establishment by the Bloomfield Education Association (BEA) of a Sick Bank for the purpose of covering members with catastrophic illness, accident or accidents with the extension on needed sick leave after they have exhausted all of their accumulated leave.
  2. A catastrophic illness or injury shall be defined as causing a prolonged absence which causes the member to use up all of his/her accumulated sick days.
  3. The Sick Bank Committee shall be comprised of the Association President or his/her designee and two additional Association representatives; and the Superintendent or his/her designee and two additional Board representatives.

4. The Sick Bank Committee shall operate and maintain the Sick Bank, and shall meet semiannually and/or as needed. Twice-a-year reports (October 15 and May 15) of total days available and total days used shall be reported by the committee to the employees in the sick bank.
5. All enrollments in the Sick Bank are and henceforth shall remain voluntary. Employees must enroll by September 30 of each school year. When returning from a leave of absence after the school year has begun, an employee will have thirty (30) days to enroll. Only employees who are contributors to the Sick Bank shall be eligible to receive days from the Sick Bank. Employees using the sick bank are still employed by the district and entitled to all benefits that they would normally be entitled to.
6. Employees enrolling in the Sick Bank must contribute two (2) days to the Bank over the course of each 3 year contract. Once the employee has contributed to the Bank those days shall not be returned. Sick Bank forms will be included in the new member packet given to them by the district upon their hire with instructions.
7. Days given to an Employee can be used consecutively or non-consecutively as required by the member. Employees that do not use up all the days given to them by the Sick Bank, shall have those days returned to the pool of days and those returned days shall not count against that employee's maximum number of days. Any days not used up by the end of the school year shall be returned to the pool of days and those returned days shall not count against that employee's maximum number of days.
8. Any employee requesting sick days shall have his/her need reviewed by the Sick Bank Committee. This Sick Bank Committee shall have the right to assign days to said employee depending on said employee's needs, the number of days available in the Bank, and the best interest of the District. No employee shall receive more than sixty (60) days in any one contract year (July 1 to June 30). The Sick Bank shall not extend the allotment of sixty (60) days to any individual under any circumstances. In an emergency situation, as determined by the committee, members can be asked to contribute days to assure the Bank doesn't run out of days.
9. Since all membership is voluntary, once enrolled, employees may "opt out" of the sick bank at the end of the collective negotiations agreement's term or when their service to the District ends.
10. In the situation where the school year starts without a settled contract in place, the sick bank will continue to run as usual.

#### ARTICLE 16

## EXTENDED LEAVES OF ABSENCES

- A. The Board agrees that up to two (2) teachers designated by the Association shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.
- B. A leave of absence without pay for up to one (1) year shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.
- C. A teacher on tenure may be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.
- D. Military leave shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.
- E. Maternity, paternity, sick leave and/or child rearing leave will be granted to teachers bearing and raising or adopting pre-school age children in accordance with applicable New Jersey law. Consistent with the foregoing, leave without pay will be granted for up to one (1) school year. The exact duration of the leave to be contingent upon date of application so that the teacher will return from leave at the start of a school year; i.e., September. Teachers granted childrearing leaves commencing after January 1st of any school year may request an extension of up to one (1) year under the conditions listed above, provided they give the District written notice of the request for this extension on or before May 31<sup>st</sup>. Childrearing leaves will only be granted immediately following the assumption of custody of the child.
- F. A leave of absence, without pay, of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.
- G. The Board shall grant a leave of absence without pay to any teacher to campaign for one's self or serve in public office.
- H. Other leaves of absence without pay may be granted by the Board for a good reason.
- I. Upon return from leave granted pursuant to Section B., C., or D. of this section:
  - 1. A teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Section A., E., F., G., or H. of this section, nor shall such time count toward fulfillment of the time requirements for acquiring tenure.

2. All benefits to which a teacher was entitled to at the time his/her leave commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
- J. All extension or renewals of leaves shall be applied for in writing, and if granted, will be granted in writing.

## ARTICLE 17

### SABBATICAL LEAVE

- A. Any teacher who has completed seven (7) or more consecutive years of full-time service in the Bloomfield Public Schools may, upon recommendation of the Superintendent, be granted a leave of absence for one (1) or two (2) semesters for study or study through travel. After each subsequent period of seven (7) or more years of such service, a further leave for study or study through travel may be granted.
- B. Application for such leave will be made no later than December 15, prior to the fiscal period for which such absence is requested. Such application shall be made upon a regular form furnished by the Board of Education and shall indicate a program, approved by the Superintendent and the Board, to be followed by the teacher during the period of the leave. Approval/denial of such leave will be given to the teacher no later than April 15 of the fiscal period in which application is made. Budgetary constraints shall be considered.
1. A committee of three (3) administrators appointed by the Superintendent and three (3) teachers appointed by the Association President shall screen the applications and make recommendations to the Superintendent concerning which of the sabbaticals, if any, should be granted. Such recommendations shall be made no later than March 1.
  2. The Superintendent may then make his/her recommendations concerning sabbaticals to the Board of Education. The Superintendent retains the right to make recommendations different from those of the committee. However, if the recommendations differ in number or applicants, then the recommendations of the committee shall also be forwarded to the Board.
- C. As a condition to such leave, the teacher shall enter into a contract to continue in the service of the Bloomfield Public Schools for a period of at least four (4) years after the expiration of the leave of absence. Failing to so continue service, the teacher shall repay to the Board of Education of Bloomfield a sum bearing the same ratio to the amount of salary received while on leave that the unfilled portion of the four (4) subsequent years of service bears to the full four (4) years, unless the teacher is incapacitated or has been discharged.



- D. The salary granted to a teacher on such leave shall be one-half (1/2) of the salary (to which he/she would be entitled if not on leave) for two (2) semesters of leave, or full salary (to which he/she would be entitled if not on leave) for one (1) semester of leave. From such salary shall be deducted monthly regular deductions for the teachers' pension and annuity fund and any other deductions for which the teacher has personally contracted. Salary payments shall be made monthly in accordance with the general time schedule for payment of salaries in the school system.
- E. Not more than three (3) teachers shall be granted sabbatical leave in the same year. In granting such leave of absence due consideration shall be given to seniority and the reasonable and equitable distribution of the applicants among the different schools and departments. At all times, the needs of the school system as a whole shall be paramount.
- F. Teachers on such leave may not associate for compensation with any person, persons, or organizations during the school year, unless the Board of Education and Superintendent approve such association. This is not intended to exclude any scholarship or grant in aid that a teacher might receive to further his/her education.
- G. Teachers on such leave must be willing to make a report or reports as the Superintendent may require.
- H. Teachers on such leave shall be considered as in the employ of the Board of Education of Bloomfield and the time spent shall count as regular service
- I. Applicants shall agree to abide by all the foregoing conditions determined by the Board of Education to govern such leaves of absences.

## ARTICLE 18

### TEACHER EMPLOYMENT

- A. Before the Board adopts a change of policy not covered by this agreement but which affects teachers' terms and/or conditions of employment, including any reduction in force, the Board will notify the Association that it is considering such change. Final decisions on reduction in force shall remain with the Board of Education and will be made in accordance with law.
- B.
  - 1. Each teacher shall be placed on his/her proper step of the salary guide as of the beginning of the school year in accordance with paragraph 2. below.
  - 2. Credit up to ten (10) years may be given to teachers for prior teacher experience in a New Jersey public school district. Credit for prior teaching experience in a New Jersey public school district beyond ten (10) years shall be given at the Board's discretion. Credit for work experience related to the position for which the employee is being hired may be granted at the time of initial appointment on a case by case basis. Decisions by the Board to grant or not to grant work experience credit are not arbitrable.

Additional credit for military experience or alternative civilian service and credit years for Peace Corps, VISTA or National Teacher Corps work and full time spent on a Fulbright Scholarship will be granted upon initial employment.

- C. Teachers with previous teaching experience in the Bloomfield School District shall upon returning to the system receive full credit on the salary guide for all outside teaching experience, military experience or alternative civilian service, Peace Corps, VISTA or National Teacher Corps work and time spent on a Fulbright Scholarship up to the maximum set forth in Section B. above. Such teachers who have not been engaged in other teaching or other activities indicated above shall upon returning to the system be restored to the next position on the salary guide above that at which they left.
- D. Previously accumulated unused leave days will be restored to all teachers returning from leave approved by the Board.
- E. Teachers shall be notified of their employment status for the ensuing year no later than May 15 or as required by law, except for teachers hired after February 1. Any non-tenured teacher who is a regular teacher employee as of September 30, not offered a contract for the following school year, shall receive written notice of such intent on or before May 15 or as provided by law.
- F.
  - 1. Prior approval for all programs of study leading to a masters or doctoral degree from an accredited university must be secured from the Superintendent of Schools or his designee. Individual courses taken which are, not part of an approved program of study shall require prior approval from the Superintendent of Schools or his designee.
  - 2. Teachers shall send a request to the Personnel Office for anticipated movement on the salary guide prior to December 1 for the following school year. Teachers shall receive the form by October 31.
  - 3. Transcripts, or other sufficient proof of satisfactory completion of the course(s) prior to the receipt of the official transcript, must be provided prior to attaining advanced placement on the salary guide. Upon receipt of the transcripts, salary adjustments will be made.
  - 4. No credit shall be given for any course work completed prior to the receipt of an advanced degree once that degree is attained. Notwithstanding the above, equivalency credits earned pursuant to Paragraph G below shall be carried over after obtaining an advanced degree.
- G. Equivalency Credit/ Advancement on Salary Guide

Upon prior approval and recommendation of the Superintendent of Schools, the Board of Education shall grant special credit equivalent limited to fifteen (15) credits per teacher. Retroactive equivalency credits will not be granted.

Although the number of credits will be determined on a case by case basis, the following guidelines will be used:

- 0.5 credit....6-11 hours
- 1.0 credit...12-15 hours
- 1.5 credit....16-24 hours
- 2.0 credit...25-30 hours
- 2.5 credit...31-39 hours
- 3.0 credit.....40 hours

Credits may be granted for the following activities:

1. In-service education courses offered through the Bloomfield Board of Education (up to three (3) credits);
  2. Special workshops or courses offered by industry, minimum of ten (10) hours - up to two (2) credits, depending upon generally accepted academic standards;
  3. Teaching a college course or adult school course of value to one's teaching assignment. Up to three (3) credits (the subsequent teaching of the same course is not eligible for additional credits);
  4. Authoring books and articles - (credits to be determined);
  5. Participating in other professional or educational activities not specified above, but determined to be of value to one's teaching assignment - up to three (3) credits.
- H. Tuition Reimbursement — for each year of this term of this Agreement, there shall be a pool of \$50,000 available for tuition reimbursement. All teachers employed by the District shall be eligible for the tuition reimbursement on a first come first serve basis subject to the limitations on the amount available to any one teacher in any given year and subject further to the approval of the course by the Superintendent or his designee.
- Sixty per cent (60%) of the budgeted funds will be made available for courses that start after July 1 and are completed by December 31 of that academic year. The remaining forty per cent (40%) will be available for courses that start after January 1 and are completed by June 30 of that academic year. All courses will be reimbursed on a first come – first served basis
- I. In order to be eligible for reimbursement, the employee must have obtained prior approval for enrollment pursuant to the requirements of the Article; provide proof of completion of the course(s); and must have obtained a grade of B or better. Teachers who have received pre-approval for participation in accredited university masters or doctoral programs and/or individual courses, may be reimbursed for up to three (3) credits per year, at up to the Rutgers University rate.

Course reimbursement in any amount annually obligates the staff member to service in the District for a one year period following receipt of a passing grade or to be required to repay a pro-rated portion of the amount received for that year prior to the effective date of the resignation. Any staff member whose employment is terminated by the Board will be relieved of their obligation to repay.

#### **ARTICLE 19**

#### **PERSONAL AND ACADEMIC FREEDOM**

- A. The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent the teacher from performing properly assigned functions during the workday.
- B. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher providing said activities do not violate any local, state or federal law.

#### **ARTICLE 20**

#### **HOME TEACHING AND FEDERAL PROGRAM**

- A. Teachers interested in home instruction assignments should so inform the Office of Special Services. Teachers employed in the Bloomfield School District shall have priority to those assignments for which after school and weekend tutoring may be appropriate.
- B. All openings for positions in federal projects and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be adequately publicized by the Superintendent in accordance with the procedure for publicizing promotional vacancies set forth in this Agreement.
- C. Compensation for home teaching and special cases shall be thirty dollar (\$30) per hour in during the term of this contract. A home teaching instructor will be compensated seven (\$7.00) dollars per visit in 2010-2013 when the instructor visits the residence and a confirmed appointment is canceled.
- D. Teachers who volunteer to tutor high school students after school while on school premises and assigned by the high school Tutoring Program Coordinator shall be paid \$47.50 per hour during the term of this contract.

#### **ARTICLE 21**

#### **TEACHERS' FACILITIES**

- A. By the beginning of the school year, each school shall have the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies.
  2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
  3. In addition to the aforementioned teacher work area, an appropriately furnished room which shall be reserved for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff
  4. A serviceable desk, chair, and filing cabinet for the exclusive use of each teacher.
  5. A communication system so that teachers can communicate with the main building from their classrooms.
  6. Well-lighted and clean teacher restrooms, separate for each sex and separate from students' restrooms.
  7. A separate private dining area for the exclusive use of the teachers.
  8. Off-street paved parking facilities, properly maintained, and identified exclusively for employee use; subject to availability of property not needed for educational purposes.
  9. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
  10. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
  11. Chalkboard space in every classroom.
  12. A complete and modern dictionary of a quality comparable to the Webster Collegiate should be in every classroom.
  13. Adequate books, papers, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.
- B. The Board shall provide laboratory coats for laboratory sciences, vocational and industrial arts teachers.
- C. Appropriate facilities for teachers who work in more than one school building shall be assigned to them in each school in which they work to permit the effective discharge of their responsibilities to their pupils. Such teachers shall also be supplied with a desk or other equivalent facility and a place to store materials and supplies for their personal use.

- D. In order to permit freedom of access both during and after regular school hours, all teachers shall be given keys to the faculty lounge; teacher work areas, and interior hallway gates of their base school, and upon request, and subject to administrative regulation, shall be provided with a key or other means of access to an outside door, in their area of the building during non-school hours. Each teacher shall be provided with a key to his/her classroom.
- E. The Board shall reimburse employees to a maximum of \$100.00 for replacement of personal property, i.e., clothes, eyeglasses, damaged because of intervention in student disruption or disturbance.

## ARTICLE 22

### TEACHER-ADMINISTRATOR LIAISON

- A. In each building, members of the Association shall select a liaison committee to meet with principal and, if necessary, vice principal once per month; the meeting to be concerned with the review and discussion of local school policies, problems, and practices. The committee shall consist of not less than two (2) members nor more than five (5) members currently enrolled with the Bloomfield Education Association.
- B. The Association's representatives shall meet with the Superintendent at least once a month during the school year, to review and discuss current school problems and practices. A meeting calendar will be established at the first meeting of the year. If there are no items to discuss in any given month that meeting shall be canceled.

## ARTICLE 23

### PROTECTION OF TEACHERS

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety as determined by the principal. Any such conditions must be reported to the building principal. Disputes over conditions shall be subject to the grievance procedure, however, if teachers are subject to the same conditions, both must sign the grievance.
- B. A teacher may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil, in accordance with state laws.
- C. Whenever any action is brought against a teacher by a member of the public before the Board or before the Commissioner of Education of the State of New Jersey which may affect his/her employment or salary status, the Board of Education shall reimburse him/her for the cost of his/her defense if the action is dismissed or results in a final decision in favor of the teacher. This is in accordance with state law.

- D.
  - 1. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his/her duties.
  - 2. Sick leave and other benefits under this Agreement during absence arising out of or from such assault or injury shall be granted in accordance with applicable provisions of Title 18A and Title 34.
- E.
  - 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.
  - 2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, that he is legally permitted to divulge. The Superintendent shall act in appropriate ways as liaison between the teacher, the police and the courts.
- F. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, such teacher may request the Board to • furnish a legal counsel to defend him/her in such proceeding. If the Board does not provide such counsel and the teacher prevails in the proceeding, then the Board shall reimburse the teacher for counsel fees incurred by him/her in his/her own defense, in accordance with New Jersey Statute(s). (N.J.S.A. 18A:16-6 and 18A: 16-6.1).
- G. The Board shall reimburse a teacher for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any assault or injury sustained in the course of his/her employment.

#### ARTICLE 24

#### MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

When, in the judgment of a teacher, a student requires the attention of the principal, assistant principal, a counselor, psychologist, physician or other specialist, he/she shall so inform his/her principal or immediate superior.

#### ARTICLE 25

#### COMPENSATION

- A. The following schedules, attached as A, D, E, and F shall be and hereby are adopted as a guide for the salaries of employees of the Board of Education, effective as to the bargaining unit member, only upon recommendation of the Superintendent of Schools when said recommendations have been approved by the Board. The following guide shall not under any circumstances be considered as mandatory or binding upon the Board of Education or as entitling any employee to any salary therein mentioned unless and until the same has been specifically fixed by the Board of Education upon recommendation as aforesaid.

B. Salary Policies

The salaries of all teachers covered by this Agreement are set forth in the salary guide adopted by the Board of Education and listed heretofore in this Agreement.

1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
2. Starting September 1, 2014 teachers employed on a ten (10) month basis shall have a choice to be paid in twenty (20) equal semi-monthly installments over 10 months or twenty-four (24) payments reflecting a 10% deduction from the employee's gross pay during the 10 month period of employment. N.J.S.A. 18A:29-3.
3. Teachers may participate in the 10% summer savings plan. Those persons wishing to participate will have 10% of their monthly salary withheld as a payroll deduction and transmitted to a bank selected by the Board to be deposited in an individual account for the employee concerned. The money deposited in this account will receive the current rate of interest and be subject to the rules and regulations of the bank. The Board of Education is relieved of any responsibility after forwarding the monthly salary deductions to the bank.
4. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
5. Teachers shall receive their final checks and the pay schedule for the following year on the last working day in June.
6. Volunteer teachers will be paid \$20.00 per period for lunch duty in 2013-2016. Each teacher handling such an assignment shall be provided a thirty (30) minute unencumbered personal lunch period. Teachers will not be asked to do custodial duties in connection with the lunchroom.

C. Extra Compensation

Compensation for teacher participation in extra-curricular activities, which is beyond the scope of the teacher's assignment and not specifically listed in Schedule F, shall be negotiated between the Association and the Board. The Association shall be notified of the creation of any new position and the salary shall be negotiated. Any adjustment in compensation shall be retroactive to the start of the activity or season.

D. Salary Guide Movement

1. Teachers whose first day of employment is on or after July 1, 2000 shall not be eligible for the BA+15 column on the salary guide.



2. Teachers whose first day of employment is prior to July 1, 2000, shall be grandparented from these provisions.

## ARTICLE 26

### HEALTH-CARE INSURANCE PROGRAMS

A. The Board of Education, will pay the premium for Health Benefits for each employee and his/her eligible dependents with the following conditions:

1. Coverage is limited to one (1) family premium when more than one (.1) member is employed in the district and enrolled in the current Health Benefits program. The Board will insure the uninsured spouse for any losses that occur due to the lack of coordination of benefits on subsections B-1 through B-6 when both spouses are employed in the district.
2. Teachers hired after February 1, 1995, if hired at steps 1, 2, or 3 shall receive single-only Health Benefits coverage until such time as they attain tenure in the district. Teachers hired after February 1, 1995 at step 4 or greater shall receive the same Health Benefits as teachers hired prior to February 1, 1995.
3. Teachers receiving single-only coverage shall be entitled to purchase dependent coverage at the group rate paid by the Board of Education for such coverage until such time as they attain tenure status.
4. Dependent children shall remain under the member's policy until the end of the calendar year in which the dependant turns 26.

B. The unit will be given a series of options for health insurance under State Health Benefits beginning on July 1, 2014. Provisions of the Health Benefits program as of July 1, 2009 shall be detailed in master policies on file in the Board of Education office and in individual certificates to those employees who enroll. The provisions of the Health Benefits program shall include:

Effective upon ratification, the Traditional (Indemnity) Plan will be eliminated for all employees. Employees may elect either the PPO or POS plan, as they so choose.

1. A PPO Program (Preferred Provider Organization) with the following benefit features:

In-Network Office Visit Co-pay: \$15

Out of Network Deductible: \$350 Employee/\$700 Family

Out of Network Benefit: 80%

Out of Network Coinsurance Maximum: \$3,000 Employee/\$6,000 Family

2. A POS Program (Point of Service) with the following benefit features:

In Network Office Visit Co-pay: \$5  
Out of Network Deductible: \$300 Employee/\$600 Family  
Out of Network Benefit: 70%  
Out of Network Coinsurance Maximum: \$3,000 Employee/\$6,000 Family

3. The Board will continue to pay full premium cost for employee Dental and Prescription Drug insurance coverage with the same conditions stated in A-1 to A-3.
4. The Board will pay the premium cost for a Prescription Drug Plan with the following co-pay structure:  
  
Retail: \$20 Brand Name Drugs/\$10 Generic Drugs  
Mail Order: \$10 Brand Name or Generic Drugs
5. Benefit levels shall remain equal to or better than existing plans if and when the Board changes carriers.

C. Teachers shall have the option to withdraw from the insurance coverage listed in subsections B-1 through B-6 with the following conditions:

1. Teachers who elect to withdraw from this insurance coverage shall be paid twenty-five percent (25%) of the premium cost based on the level of coverage they would have originally elected at the time of the withdrawal, per year and prorated for part of the year.
2. Any Teachers hired after February 1, 1995, regardless of the coverage they would elect at the time of withdrawal shall receive twenty-five percent (25%) of the average between two single coverage in medical insurance by the Boards provider. Teachers who withdraw shall have the right to re-enroll at the next open enrollment period.
3. Teachers who withdraw are permitted to re-enroll immediately should they lose their alternate Health Benefits coverage as a result of a "life status" change. Any monies paid in advance to the employees must be refunded to the Board of Education on a prorated basis.

D. The Board will not be required to pay insurance premiums for teachers on unpaid leaves of absence. Teachers on unpaid leaves of absences may continue in the insurance program (where permitted by the carrier) by reimbursing the Board for the cost of premiums. Reimbursement shall be made prior to the premium date.

## ARTICLE 27

### DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers dues for the unified professional associations comprised of the Bloomfield Education Association, the Essex County Education Association, the New Jersey Education Association, and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (NJSA 52:14-15 9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Bloomfield Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate associations or association.
2. The associations named above shall certify to the Board, in writing, the current rate of their membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- B. Any teacher may have such deductions discontinued only by prior written notice to the Board Secretary effective January 1, or July 1 of any year. Upon termination of employment, a teacher's remaining amount due for the current school year shall be deducted from his final pay.
- C. Teachers may participate in tax-sheltered annuity programs offered by the Variable Annuity Life Insurance Company (VALIC) or the Supplemental Annuity Collective Trust of the Divisions of Pensions of the State of New Jersey or a combination of the two programs or up to four other programs to be selected by the Association, and approved by the Board of Education provided that the payroll system will permit such a deduction. Said approval shall not be unreasonably withheld. Each teacher desiring to participate in a tax-sheltered annuity program will complete the necessary reduction agreement for the plan or plans desired. The total salary reduction shall not exceed the statutorily permitted maximum. Salary reduction agreements and any changes thereto for the Supplemental Annuity Collective Trust will be filed with the Board of Education under the rules and regulations of the Division of Pensions of the State of New Jersey. Any salary reduction agreement for any of the tax-sheltered annuities under this Article must be submitted to the Board and the Board will process in a timely fashion. It is each participating member's responsibility to maintain the necessary income tax records for either of these tax-sheltered programs. The Board of Education is relieved of any responsibility after forwarding the monthly salary deduction monies to the Variable Annuity Life Insurance Company, to the Supplemental Annuity Collective Trust, or to any other selected and approved program.

## ARTICLE 28

### REPRESENTATION FEE

#### A. Purpose of Fee

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

#### B. Amount of Fee

##### 1. Notification

Prior to the beginning, of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

##### 2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to eighty-five percent (85%) of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed; said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

#### C. Deduction and Transmission of Fee

##### 1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

##### 2. Payroll Deduction

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) ten (10) days after receipt of the aforesaid list by the Board; or
- (b) thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

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

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association, as specified in Article 28, Sections A. and B.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said list.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

D. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- (a) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (b) if the Association so requests in writing, the Board will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

2. Exception

It is expressly understood that Paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

- E. The Association shall maintain a demand and return system consistent with the law.

**ARTICLE 29**

**EMERGENCY COVERAGE**

The Board and the Association agree that the proper way to cover the absence of a teacher is by the employment of a substitute. There may be emergencies, such as inclement weather, car trouble, sudden illness of a teacher, etc., which necessitate calling upon other teachers to take over classes. When no such emergency, as determined by the Superintendent of Schools, exists and a teacher is called upon during his/her preparation period to cover a class or classes, such teacher shall be compensated as follows:

- 1. In the secondary schools, the rate shall be \$30.00 per period in during the term of this contract .
- 2. In the elementary school when part of a class is added to a teacher's regular class the rate shall be \$36.00 per half-day session during the term of this contract .
- 3. In the elementary schools the rate shall be \$30.00 per period in during the term of this contract .

## ARTICLE 30

### MISCELLANEOUS

- A. The representative of the Board and the representatives of the Association's negotiating committee shall meet upon request for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
1. Each shall submit to the other, in writing at least three (3) days prior to the meeting a tentative agenda covering matters they wish to discuss.
  2. All meetings between the parties shall be scheduled to take place when the teachers involved are free from assigned instructional responsibilities.
  3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and submitted to the Board and to the Association for consideration.
- B. This Agreement shall not be modified in whole or in part nor shall additional items be added by the parties except by an amendment in writing approved by the Board and the Association. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be permitted, but all other provisions or applications shall be considered in full force and effect.
- C. This Agreement represents the full and complete understanding on all matters which were or could have been the subject of negotiations.

SCHEDULE B

COACHES GUIDES

**2013-2014**

STEP	GROUP I HEAD	ASST	GROUP II HEAD	ASST	GROUP III HEAD	ASST	GROUP IV HEAD	ASST
1	9,226	5,583	7,600	4,902	6,712	4,601	5,745	3,765
2	9,564	5,970	7,859	5,278	6,970	4,902	6,003	4,071
3	9,870	6,358	8,190	5,624	7,358	5,128	6,390	4,380
4	10,192	6,971	8,663	6,290	7,615	5,650	6,518	4,857
5	10,670		9,109		8,026		6,906	

**2014-2015**

STEP	GROUP I HEAD	ASST	GROUP II HEAD	ASST	GROUP III HEAD	ASST	GROUP IV HEAD	ASST
1	9,976	5,733	8,200	5,052	7,162	4,751	6,045	3,915
2	10,314	6,120	8,459	5,428	7,420	5,052	6,303	4,221
3	10,620	6,508	8,790	5,774	7,808	5,278	6,690	4,530
4	10,942	7,121	9,263	6,440	8,065	5,800	6,818	5,007
5	11,420		9,709		8,476		7,206	

**2015-2016**

STEP	GROUP I HEAD	ASST	GROUP II HEAD	ASST	GROUP III HEAD	ASST	GROUP IV HEAD	ASST
1	10,726	5,883	8,800	5,202	7,612	4,901	6,345	4,065
2	11,064	6,270	9,059	5,578	7,870	5,202	6,603	4,371
3	11,370	6,658	9,390	5,924	8,258	5,428	6,990	4,680
4	11,692	7,271	9,863	6,590	8,515	5,950	7,118	5,157
5	12,170		10,309		8,926		7,506	



SCHEDULE C

**EXTRA-CURRICULAR POSITIONS**  
**2013-2016**

**CATEGORY I** **2013-2016**

La Alianza Hispanica	\$522
American Industrial Arts Club	\$522
Art Club	\$522
Audio—Visual Club	\$522
Book Club	\$522
Camera Club	\$522
Cercle Francais	\$522
Chess Club	\$522
TSA (Technology Student Association)	\$522
Culture Club	\$522
Dramatics Club	\$522
FCCLA	\$522
Italian Club	\$522
JSA	\$522
Library Council	\$522
Musicians Club	\$522
National Honor Society	\$522
Ski Club (2 positions)	\$522
Special Strings Ensemble	\$522
Townwide Chess Director	\$522
Elementary Safety Patrol Advisor (8 positions)	\$522
S.A.D.D.	\$522
Middle School Jr. Honor Society	\$522
Middle School Environmental Club	\$522
Middle School Fundraiser	\$522
Middle School Art Club Advisor	\$522
Gay/Straight Alliance	\$522
World Language Honor Society	\$522

**CATEGORY II** **2013-2016**

Boys/Girls State	\$279
Students Prints Business Advisor	\$279
Youth Week Advisor	\$279
Elementary Chess Club (8)	\$279

**SCHEDULE C (continued)**

**EXTRA-CURRICULAR POSITIONS**

**2013-2016**

**CATEGORY III** **2013-2016**

Astronomy Club	\$968
Earth Science Team	\$968
Math Team	\$968
Stage Design	\$968
Yearbook Business Advisor	\$968
Yearbook Photograph Advisor	\$968
Middle School Photographer	\$968
Chemistry Team I and II, each	\$968
Physics Team	\$968
Mock Trial Advisor	\$968
Model UN	\$968

**CATEGORY III(a)** **2013-2016**

Academic Bowl	\$3,760
Key Club (2 positions)	\$3760

**CATEGORY IV** **2013-2016**

A.T. Coordinator Middle School	\$1,167
High School Computer Club (2 positions)	\$1,167
Future Business Leaders of America	\$1,167
Chess Team	\$1,167
BMS Chess Club	\$1,167
Middle School Stage Crew	\$1,167
Middle School Club Coordinator	\$1,167
Middle School Yearbook	\$1,167
Middle School Jazz Ensemble Dir.	\$1,167
TV Video Production (8 positions)	\$1,167
HS Robotics	\$1,167

**CATEGORY IV(a)** **2013-2016**

Elementary School Basketball (8 positions)	\$1,053
Future Educators of America	\$1,053

**SCHEDULE C (continued)**

**EXTRA-CURRICULAR POSITIONS**  
**2013-2016**

**CATEGORY IV(b)** **2013-2016**

Middle & High School Intramurals

STEP 1	\$ 987
STEP 2	\$1,150
STEP 3	\$1,317

**CATEGORY V** **2013-2016**

S.G.A.	\$2,669
Stage Crew Coordinator	\$2,669
Student Prints Literary Advisor	\$2,669
Yearbook Literary Advisor	\$2,669

**CATEGORY V(a)** **2013-2016**

Student Council Middle School (2)	\$1,843
Middle School builders Club (2)	\$1,843
High School Tutorial Coordinator	\$1,843
Bengal Paws	\$1,843

**CATEGORY VI** **2013-2016**

Class Advisors:

Grade 9	\$1,716
Grade 10	\$2,042
Grade 11	\$2,529
Grade 12	\$3,259

**SCHEDULE C (continued)**

**EXTRA-CURRICULAR POSITIONS**

**2013-2016**

**CATEGORY VII** **2013-2016**

Marching Band:	
Director	\$5,148
Pop A capella	\$1843
Assistant Director	\$2,618
Color Guard	\$2,618
Choral Madrigals	\$2,827
HS Jazz Ensemble Director	\$2,827
Percussion Instructor	\$2618

**CATEGORY VIII** **2013-2016**

HS Winter Musical:	
Director	\$3,317
Assistant Stage Director	\$2,011
Music Director	\$2,011
Musical Accompanist	\$1,264
Stage Design	\$ 969
Costume Design	\$ 577

**CATEGORY VIII (a)** **2013-2016**

High School Fall Play:	
Director	\$1,843
Stage Design	\$ 522

**CURRICULAR POSITIONS** **2013-2016**

Team Leaders	\$3,557
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**SCHEDULE D**

**LONGEVITY**  
**2013-2016**

<b>CATEGORY VII</b>	<b>2013-2015</b>
20 Years	\$1,050
25 Years	\$1,100
30 Years	\$1,150
Earned Doctorate - 6th year plus	\$2,500

Stipend for long term Child Study Team members shall continue.

<b>CATEGORY VII</b>	<b>2015-2016</b>
16 years	\$400
20 Years	\$1,050
25 Years	\$1,100
30 Years	\$1,150
Earned Doctorate - 6th year plus	\$2,500

Stipend for long term Child Study Team members shall continue.

SALARY GUIDES

**Sept 15, 2013 – Dec 31, 2013**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	44000			47000	49000	51000
2	44600			47600	49600	51600
3	45200			48200	50200	52200
4	45800			48800	50800	52800
5	46400			49400	51400	53400
6	47000			50000	52000	54000
7	47600			50500	52500	54500
8	48200			51300	53300	55300
9	50100			54200	56200	58200
10	54100			57100	59100	61100
11	58100			61100	63100	65100
12	62100			65100	67100	69100
13	66100			69100	71100	73100
14	70100			73100	75100	77100
15	74105			77105	79105	81105
15A						
16	79529	80029	80529	85529	86027	91027

**Jan 1, 2014 – August 31, 2014**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
"1-2	44600			47600	49600	51600
3	45200			48200	50200	52200
4	45800			48800	50800	52800
5	46400			49400	51400	53400
6	47000			50000	52000	54000
7	47600			50500	52500	54500
8	48200			51300	53300	55300
9	50100			54200	56200	58200
10	54100			57100	59100	61100
11	58100			61100	63100	65100
12	62100			65100	67100	69100
13	66100			69100	71100	73100
14	70100			73100	75100	77100

15	74105			77105	79105	81105
15A	76817			81317	82566	86066
16	79529	80029	80529	85529	86027	91027

**September 1, 2014 –December 31, 2014**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
"1-2	44600			47600	49600	51600
3	45200			48200	50200	52200
4	45800			48800	50800	52800
5	46400			49400	51400	53400
6	47000			50000	52000	54000
7	47600			50500	52500	54500
8	48200			51300	53300	55300
9	50100			54200	56200	58200
10	54100			57100	59100	61100
11	58100			61100	63100	65100
12	62100			65100	67100	69100
13	66100			69100	71100	73100
14	70100			73100	75100	77100
15	74105			77105	79105	81105
15A	76817			81317	82566	86066
16	80429	80929	81429	86429	86927	91927

**Jan 1, 2015 - August 31, 2015**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	44600			47600	49600	51600
"2-3	45200			48200	50200	52200
4	45800			48800	50800	52800
5	46400			49400	51400	53400
6	47000			50000	52000	54000
7	47600			50500	52500	54500
8	48200			51300	53300	55300
9	50100			54200	56200	58200
10	54100			57100	59100	61100
11	58100			61100	63100	65100
12	62100			65100	67100	69100
13	66100			69100	71100	73100
14	70100			73100	75100	77100

15	74105			77105	79105	81105
15A	77267			81767	83016	86516
16	80429	80929	81429	86429	86927	91927

**September 1, 2015 - January 31, 2015**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	44600			47600	49600	51600
"2-3	45200			48200	50200	52200
4	45800			48800	50800	52800
5	46400			49400	51400	53400
6	47000			50000	52000	54000
7	47600			50500	52500	54500
8	48200			51300	53300	55300
9	50100			54200	56200	58200
10	54100			57100	59100	61100
11	58100			61100	63100	65100
12	62100			65100	67100	69100
13	66100			69100	71100	73100
14	70100			73100	75100	77100
15	74105			77105	79105	81105
15A	77267			81767	83016	86516
16	80929	81429	81929	86929	87427	92427

**Feb 1 2016 - June 30 2016**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	44600			47600	49600	51600
2	45200			48200	50200	52200
"3-4	45800			48800	50800	52800
5	46400			49400	51400	53400
6	47000			50000	52000	54000
7	47600			50500	52500	54500
8	48200			51300	53300	55300
9	50100			54200	56200	58200
10	54100			57100	59100	61100
11	58100			61100	63100	65100
12	62100			65100	67100	69100
13	66100			69100	71100	73100
14	70100			73100	75100	77100
15	74105			77105	79105	81105



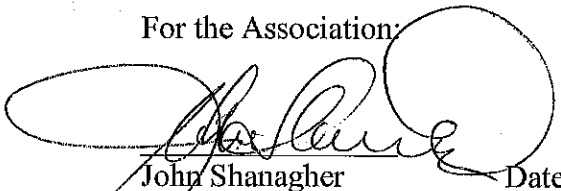
15A 77517 82017 83266 86766  
16 80929 81429 81929 86929 87427 92427

SCHEDULE E

STEP 16 for BA15 and BA30

	BA+15	BA+30
2013-2014	80,029	80,529
2014-2015	80,929	81,429
2015-2016	81,429	81,929

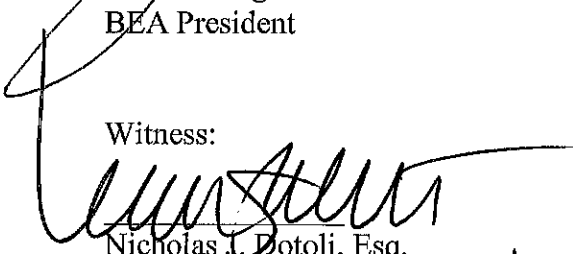
For the Association:



John Shanagher  
BEA President

Date:

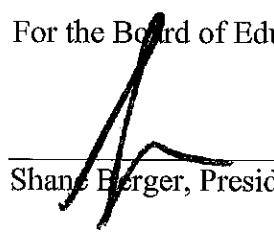
Witness:



Nicholas J. Dotoli, Esq.

2/28/14

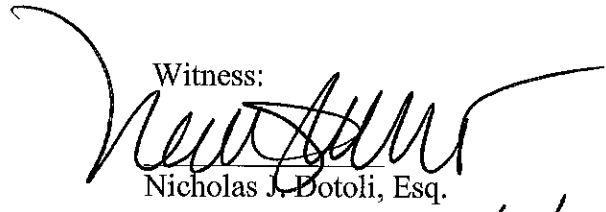
For the Board of Education:



Shane Berger, President

Date:

Witness:



Nicholas J. Dotoli, Esq.

2/28/14

**NICHOLAS J. DOTOLI, Ed.M., Esq.**  
Director of Administration/General Counsel

Linda Kelly  
Manager of Personnel & Payroll

Kathleen Miller  
Personnel Assistant

**SIDEBAR AGREEMENT**

BETWEEN

The Bloomfield Board of Education

-And-

The Bloomfield Education Association

For the Contract in Effect:  
July 1, 2013 to June 30, 2016

The following agreement represents a sidebar to the current Bloomfield Education Association contract in effect from 2013-2016. The scope of the sidebar agreement addresses: *Longevity Payments*:

Longevity will be equal to \$1,050 after 20 years of service or at age 60, with at least 10 consecutive years of service in Bloomfield;

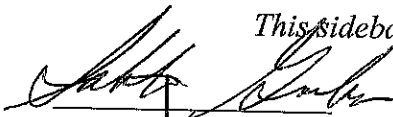
Further after 25 years of service, longevity will equal \$1,100 with at least 10 consecutive years of service in Bloomfield;

Further after 30 years of service, longevity will equal \$1,150 with at least 10 consecutive years of service in Bloomfield.

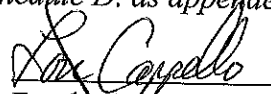
Beginning in 2015-2016, after 16 years of service, longevity will equal \$400 with at least 10 consecutive years of service in Bloomfield.

*Revisions to longevity to be in effect beginning with the 2014-2015 school year. All longevity shall be paid cumulatively, such that service for 30 years will be paid \$1,050, plus \$1,100 plus and an additional \$1,150 annually to the BEA member.*

*This sidebar does not in any way modify Schedule D, as appended hereto.*

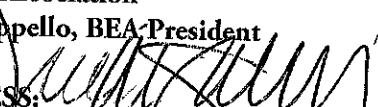
  
For the Board  
Salvatore Goncalves, Superintendent

DATE: 4/25/14

  
For the Association  
Lou Cappello, BEA President

DATE: 4/25/14

WITNESS:   
Nicholas J. Dotoli, Esq., Director

WITNESS:   
Nicholas J. Dotoli, Esq., Director