AGREEMENT

Between the

BLOOMINGDALE BOARD OF EDUCATION

and the

BLOOMINGDALE EDUCATION ASSOCIATION

2022-2025

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AGREEMENT

This agreement entered into this ____day of _June_, 2022, by and between the Board of Education of the Borough of Bloomingdale in the County of Passaic, State of New Jersey, hereinafter called the "Board" and the Bloomingdale Education Association, hereinafter called the "Association."

I. <u>RECOGNITION</u>

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

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

II. NEGOTIATION AGREEMENT

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

III. GRIEVANCE PROCEDURE

A. Definitions

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

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

B. Purpose

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

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

C. Procedure

1. Step One

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

2. Step Two

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

3. Step Three

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

Board will notify the aggrieved person and the Association of its decision in writing.

4. Step Four

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

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

IV. BLOOMINGDALE TEACHERS' SALARY GUIDE 2022-2025

See attached Salary Guides.

The Board agrees to provide, for each year of the Agreement, increases of 3.25% in Page 5 of 29

2022-23, 3.25% in 2023-24 and 3.25% in 2024-25 over the prior year's base salary cost. In each year, this amount shall include the cost of the salary increment.

A. Longevity

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

\$700 after 12 years of teaching in Bloomingdale

An additional \$300 after 15 years of teaching in Bloomingdale for a total of \$1000 per year

An additional \$200 after 20 years of teaching in Bloomingdale for a total of \$1200 per year

An additional \$200 after 25 years of teaching in Bloomingdale for a total of \$1400 per year

- B. Provisions will be maintained by the Board of Education for Direct Deposit of pay checks into unit member accounts, providing the employee designated bank has ability to accept. Stipends shall be paid as separate paychecks for each stipend position worked. Payments shall be made in June.
- C. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Teachers may elect to have a portion of their salary deducted from each paycheck and receive an additional two (2) installments during the summer months: one between July 10 and July 15, and one between August 10 and August 15. When a payday falls on or during a school holiday or weekend, best efforts will be made so that teachers receive their paychecks on the last working day before the holiday, vacation, or weekend. The first paycheck in September will be paid as early as possible and the last paycheck in December will be paid before the Holiday recess.
- D. Teachers who complete five months and one day of consecutive teaching during one regular school year shall receive credit for an additional salary guide step on the next year's Bloomingdale Board of Education Teachers' Salary Guide except where noted above. Time spent on paid leaves shall count towards the five months and one day of consecutive teaching during one regular school year. Time spent on unpaid leaves does not count towards salary guide movement.
- E. A commensurate reduction of benefits will be given for less than full-time but more than 20 hours to new part-time employees. Existing part-time employees will remain status quo.

F. Part-Time Employees

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

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

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

- 5. Part-time employees who work less than 20 hours per week are not eligible for medical, dental, or prescription benefits. Part-time employees who work 20 or more hours shall receive medical benefits. All new employees hired for the contract beginning July 1, 2006, must work 25 hours per week to be eligible for medical, dental, or prescription benefits. All new part-time employees hired for the contract beginning July 1, 2019 working 25 hours per week but less than full-time are eligible for POS-only medical, dental and prescription benefits, with an option to buy up to the PPO medical plan.
- 6. Part-time employees, who work less than half of the 35 hours teachers work week, are not entitled to tuition benefits. All other part-time employees shall receive the full tuition benefit.
- 7. The band director shall attend graduation when it is required by the Board and shall be paid at the rate of \$50 per graduation when graduation is on a non-teaching day.
- G. Teachers must apply in writing by January 1 of the Budget year preceding the Budget year in which he/she requests movement to any new salary guide column. Failure to apply by January 1 will result in a one year delay until the following Budget year. The Board will furnish an on-line form for purposes of the application. The form will be readily available.

V. <u>HOME INSTRUCTION</u>

The rate for home instruction shall be as follows:

2022-2025 school years \$50.00 per hour

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

VI. <u>ACTIVITIES' GUIDE</u>

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

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

The Board agrees to provide increases of 2%, 2% and 1%, respectively, over the prior year's activities compensation.

SEE APPENDIX A.

VII. HEALTH AND INSURANCE PROTECTION

Employees shall pay health insurance contributions for medical and prescription only in the amounts as set forth by law P.L. 2011, c. 78, or P.L. 2020, c. 44, whichever is applicable, through payroll deduction.

A. Medical/Health Plan

- 1. Effective on or about February 1, 2021, all eligible employees shall be enrolled in the School Employees Health Benefits Program (SEHBP). NJ Direct 10 shall be the base plan for all eligible employees unless state law dictates an employee must be enrolled in the educators plan or garden state health plan. Any employee changing to a less expensive program within the SEHBP will receive an annual payment equal to 25% of the Board's cost savings between the employee's previous program and the chosen SEHBP program.
- 2. All new employees are to be enrolled in the SEHBP. Single coverage will be provided at Board expense until tenure. Upon tenure, multi-member (family, husband/wife, parent/child, etc.) coverage will be provided under the SEHBP at Board expense.

3. The parties further agree that the District's health insurance broker may present to the members on the pros/cons of the lower cost plan(s) during a faculty meeting or on an in-service day during the current and future school years.

B. Dental Plan

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

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

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

1. Preventive and Diagnostic 100%

2. Basic Services 80/20 co-pay

3. Prosthodontic Benefits 50/50 co-pay

4. Child orthodontia 50% up to \$2,000 per dependent child

The maximum amount payable for the above services shall be \$2,000 per calendar year.

The Board agrees to provide appropriate dental coverage at no cost to all eligible members provided the members are enrolled in the SEHBP medical and prescription. If medical and prescription are waived, the members would be responsible for paying a contribution pursuant to P.L. 2011, c. 78 towards the dental.

C. <u>Prescription Drug Plan</u>

The Board shall provide single, two-party or family coverage to all eligible teachers through the SEHBP, effective February 1, 2021.

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

D. Change in Insurance Carriers

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

E. Notes

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

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

- F. The premium cost for teachers who purchase medical or prescription coverage will be made in twenty (20) equal payments through payroll deductions.
- G. Teachers who voluntarily waive the SEHBP insurance benefits set forth above, will be paid twenty-five percent (25%) of the cost savings of the program(s) in which the employee is currently enrolled up to \$5,000 as per P.L. 2011, c. 2. Employees hired after February 1, 2021 shall receive twenty-five percent (25%) of the cost savings of the lowest cost program(s). Payment will be made in two installments - January 31st and June 30th. Once an employee voluntarily waives insurance coverage(s), the employee may re-enroll upon proof of any of the following events: birth or adoption of a child, death of spouse, disability of spouse, divorce, legal separation, loss of employment, or change in employment status resulting in ineligibility of benefits. Employees hired after July 1st of any year who elect not to take insurance coverage(s), or employees who terminated employment prior to June 30th, shall have the payment prorated based on the number of months the teacher was employed. An IRS Section 125 plan shall be available for purposes of health insurance contributions, waivers and flexible spending accounts, including a dependent care flexible spending account. Insurance waiver payments will be paid as long as the employee continues to waive coverage. Eligible employees must provide proof of non-dual SEHBP household. The \$5,000 cap will be effective July 1, 2021 so long as the District's coverage is through the SEHBP.
- H. Effective July 1, 2022, the Board shall provide to eligible employees eyeglasses/contact lenses reimbursement of \$200 maximum reimbursement per employee bi-annually, with appropriate receipts submitted to the Business Office. Eligible receipts for reimbursement includes the employee, spouse and eligible dependents. \$200 bi-annually is the maximum for the employee plus family.

VIII. RETIREMENT ALLOWANCE

Upon retirement, all teachers who have at least ten (10) or more years of continuous employment, in Bloomingdale, shall be reimbursed for 50% of their accrued sick leave. Said payment shall be based on the teacher's salary at the time of retirement, but shall not exceed \$20,000. For employees hired on or after May 21, 2010, unused accumulated sick

days shall only be paid at certified retirement and shall be capped at \$15,000, as per N.J.S.A. 18A:30-3.6. If an employee elects to defer payment to his/her 403(b) plan, payment shall be subject to the District's 403(b) plan requirements.

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

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

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

IX. <u>SICK LEAVE</u>

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

X. TEMPORARY LEAVES OF ABSENCE

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

A. Death in the immediate family

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

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

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

B. Personal Business

An allowance of up to three (3) days' leave shall be granted for the following reasons:

Illness in the Family
Legal Obligation
Family Obligation
Association matter unable to be handled during off periods
Home emergency
Death of a close friend or distant family member
Religious Holiday

Teachers may not use personal days:

- (1) on any work day immediately preceding or following a day(s) that the schools are closed or
- (2) during the last two scheduled weeks of school. However, this provision may be waived in cases of good cause such as to attend a child/grandchild's graduation or an emergency as approved by the Board or its designee.

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

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

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

C. Visitation to Other Schools

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

D. Jury Duty

An employee required to serve on jury duty shall be paid the difference between the jury duty fee and salary. To receive such payment, the employee shall endorse his/her jury duty compensation check directly to the Bloomingdale Board of Page 12 of 29

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

XI. <u>EXTENDED LEAVES OF ABSENCE</u>

A. Maternity/Adoption Leave

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

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extended in the discretion of the Board of Education for an additional reasonable period of time at the teacher's request for reasons associated with the pregnancy or birth or for other proper cause. However, the Board of Education need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which that leave is obtained.

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

B. Sabbatical Leaves

1. Purpose

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

2. Conditions

Sabbatical leave shall be granted subject to the following:

- a. Requests for sabbatical leave must be received by the Superintendent in writing no later than January 1st of the year preceding the school year for which the sabbatical leave is requested. The Superintendent shall examine the application and make his recommendation promptly to the Board. The Board shall take action on each application by March 1st or as soon thereafter as circumstances may allow.
- b. To qualify for a sabbatical leave, a teacher must have completed at least
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five full years of service in the Bloomingdale School District at the time of application.

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

C. Military - Without Deduction

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

D. Illness in Family

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

E. Disability Leave

1. Any teacher who experiences a disability arising out of, but not limited to surgery, hospital confinement, medical treatment, pregnancy, child-birth, miscarriage and/or recovery shall apply for and receive disability leave upon presentation of documentation from a medical doctor.

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

F. Other

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

XII. EDUCATIONAL ASSISTANCE PLAN

- A. The Board will reimburse an eligible employee for the full cost of books, tuition and/or laboratory fees upon completion of approved courses with a grade of A, B, or Pass, for a Pass/Fail grading system. Books may be returned to the Board of Education for use in the teachers' professional library.
 - 1. Reimbursement will be limited to a maximum of \$3,500 per tenured teacher per year and \$2,500 per non-tenured teacher per year, up to an aggregate of \$18,000 per year for all teachers.

- 2. The cost of supplies, transportation, registration fees, matriculation fees, etc., is not included in the plan and, therefore, will not be paid by the Board.
- B. To be eligible for assistance under this plan, or additional compensation upon the acquisition of additional academic credits or completion of a degree program at an institution of higher education, an employee must qualify as follows:
 - 1. For assistance requested for the period July 1st to August 31st, the employee must actively be employed on the payroll for five months after the opening of the Bloomingdale Schools in September.

For assistance requested for the period September 1 to June 30, the employee must be on the active payroll during the entire period for which assistance is requested.

- 2. Pursue an educational objective and courses leading to it that are:
 - a. Graduate level coursework that provide academic credits or credits towards a degree program, and are directly related to the employee's position in the school system.
 - b. Offered at an accredited college or university.
 - c. All courses other than certification or degree, are approved by the Board or its designee, and satisfy the other requirements contained herein.
 - d. On-line courses shall be permitted, provided that they are part of a certification or degree program and meet the requirements of a, b, and c above. Once a master's degree is attained, online courses shall be permitted so long as they meet the requirements of a, b, and c above. (Refer to October 7, 2013 Side Bar Agreement)
- C. Holders of provisional or emergency certificates shall receive reimbursement only for courses, which earn credits in addition to the initial four credits required to keep their present certificates valid.
- D. Teachers shall remain in Bloomingdale for 1 year following reimbursement. A teacher choosing to leave shall repay the District the reimbursement that is received during the year prior to separation, except if: 1) the employment location of the teacher's spouse is transferred out-of-state or greater than 50 miles away, or 2) the teacher is reduced from full-time to part-time, or 3) the teacher resigns due to medical reasons for personal or immediate family members as defined under bereavement leave.

XIII. DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees, dues for the Bloomingdale Education Association, the Passaic County Education Association, the New Jersey Education Association, the National Education Association, any mentoring fees, and a payroll savings plan or tax shelter annuity program as said employees individually and voluntarily authorize the Board to deduct. Mentoring fees will be paid from the deductions with the last paycheck of the school year.
- B. The Association shall indemnify and hold harmless against any and all claims, demands, suits and all other forms of liability, including liability for reasonable counsel fees and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

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

XIV. RIGHTS AND PRIVILEGES

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

B. Teachers' Rights and Privileges

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

XV. TEACHING HOURS

A. As professionals, teachers are expected to devote to their assignments, the time necessary to meet their responsibilities, but they shall not be required to "clock in Page 18 of 29

or out" by hours and minutes. Teachers shall indicate their presence for and leaving of duty by placing a check mark in the appropriate column of the faculty "sign in and sign out" register.

- B. The total in-school workdays shall consist of not more seven hours, which shall include a duty-free lunch period during any regularly scheduled student lunch period. In the event that an aide is absent, unavailable or late for his/her assigned duties, it will be the responsibility of the teacher to supervise the class. However, for any prolonged absence of a period exceeding one week the Board will make every reasonable effort to obtain a replacement.
- C. No teacher shall be required to report for work earlier than fifteen minutes before the opening of the pupil's day and shall be permitted to leave ten minutes after the close of the pupil's school day with the exception of faculty meetings, curriculum and instructional workshops, emergency situations and programs involving the school and community, to the extent of past practice. Faculty meetings/curriculum and instructional workshops shall be limited to Monday afternoons and not exceed one (1) hour past the normal teacher dismissal time. The one hour limit is not to be interpreted as mandatory if teachers are not assigned duties or work that requires the full hour.
- D. All middle school teachers shall have 30 consecutive minutes for a duty-free lunch.

Each middle school teacher shall receive a guaranteed full prep period or 50 minutes per day, whichever is longer, based on the middle school daily schedule. Prep time guarantee will not apply on field trip days. On early dismissal/delayed opening days prep times will be adjusted accordingly. On days when the schedule is altered but the length of the day remains at seven (7) hours (field day, welcome back picnic, assembly days), prep time guarantees will remain intact.

- E. Each elementary teacher shall be guaranteed 80 minutes per day to be divided between a duty-free lunch and uninterrupted consecutive minutes of prep time. Prep time guarantee will not apply on field trip days. On shortened days prep times will be adjusted accordingly.
- F. When a teacher is absent and no substitute is provided, a payment shall be made as follows:
 - 1. Middle School \$40/period of coverage for 1st two (2) coverages in the same week; \$50 period after two (2) coverages in same week,
 - 2. Elementary School
 - a. \$40/prep. period missed when a specialist is absent for 1st two (2) coverages in the same week; \$50/period after two (2) coverages in same week,

b. \$150/day to be divided equally among the receiving teachers when a regular classroom teacher is absent and a class is divided and placed in other classrooms.

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

- 3. Teachers who are required to attend IEP, I&RS, and Administrator-led Grade-level Team meetings more than two (2) times per week during their prep. periods will be compensated at the rate of \$50/period after two (2) missed prep. Periods for the week.
- G. Best efforts will be made to limit Middle School assignments to no more than four
 (4) different course preparations.
- H. The in-school work year for 10 month teachers shall not exceed 184 days including three (3) single session days, excluding snow days, which shall include four (4) professional development/in-service days to occur on the two (2) days preceding the first student day, Election Day, and the day before the February break. On the last student day, which shall be a single session day for students, teachers will work a full day in order to complete end-of-year activities. When required to work between the last teacher work day and the first teacher work day, CST and Nurses shall receive non-pensionable stipends equal to their regular base hourly rate of compensation. Working from home is not compensable for CST and Nurses during the summer. The appropriate administrator will determine the number of hours with the scheduling of such summer hours to be mutually done between the administrator and employee.
- I. Employee summer training shall be compensated at the rate of \$75.00 per half day and \$150.00 for full day professional development.

XVI. TEACHER EVALUATION

- A. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction. Non-tenured staff will be evaluated on accordance with statute. The parties further agree, separate from negotiations, having annual evaluations for tenured staff conducted as part of an Annual Performance Review Component to the staff member's Professional Development Plan. If there is any agreement through those separate discussions, a Side Bar to the collective bargaining agreement shall be executed.
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly.
- C. The teaching staff member shall be given a copy of the written evaluation of his/her performance which shall include:

- 1. Performance areas of strength, including but not limited to those evidenced during the observation period.
- 2. Performance areas needing improvement, including but not limited to those evidenced during the observation period.
- 3. Suggestions for improvement.
- D. The evaluation shall be signed by both the evaluator and the teaching staff member. The teaching staff member's signature shall not be interpreted as an assent to the contents signed.
- E. All teachers shall have an opportunity to have a conference within 10 school days after receipt of said evaluation.

XVII. PROFESSIONAL OPENINGS

A. The Superintendent of Schools shall post in all schools no later than June 1st a list of anticipated fall professional position vacancies.

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

XVIII. MILEAGE REIMBURSEMENT

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

XIX. BACK-TO-SCHOOL NIGHT

A. Back-to-School Night shall be held annually in late September or early October in each school to explain the educational objectives of each class to parents and Page 21 of 29

guardians. All teachers are expected to attend. Back-To-School Night, which shall be no more than two (2) hours in duration, shall start no earlier than 6:30 p.m. and end no later than 9:00 p.m.

XX. PARENT-TEACHER CONFERENCES

A. Conferences shall be held once a year for up to three days.

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

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

XXI. MISCELLANEOUS PROVISIONS

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

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

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

Page 22 of 29

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

- I. An Association-designated representative from each school will serve on a Board of Education calendar committee in order to provide input from the Association. This committee will commence a meeting(s) no later than March 1st of each year with adequate notice of the meeting provided to the Association. The committee shall discuss the possibility of early dismissal day(s) for Kindergartens at the beginning of the school year.
- J. The Board shall provide to the Association approved Board of Education public meeting minutes via the District's website. Approved copies shall be available upon request. The Association will supply the paper for copies.
- K. Teachers assigned to stipended activities shall submit student attendance and activity reports to the Principal as requested.
- L. A representative from each grade level/ subject area shall be asked to serve on professional development committees in order to assist the administration in choosing professional development programs.
- M. There shall be four (4) early student dismissal days per year for the purpose of grade level/departmental articulation/common planning time and staff training. The following calendar shall be used as a guideline and discussed with the calendar committee each year: two (2) days, one in October and one in May, shall be teacher directed. The agendas shall be prepared by the Association and subject to Superintendent approval, which shall not be unreasonably withheld. Two (2) days, one in January and one in March, shall be for administrator directed activities.
- N. Teachers asked to involuntarily switch grade levels/subject areas shall be granted one (1) day paid in August at their individual hourly rate based on salary September 1st of the upcoming school year to prepare for their new curriculum demands, provided the grade level/subject area was not taught within the past three (3) years.
- O. Appropriate travel time between classes shall be built into schedules to avoid loss of prep and lunch time for teachers.

XXII. SEPARABILITY

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

XXIII. DURATION

This agreement shall be effective as of July 1, 2022 and shall continue in effect until June 30, 2025.

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

ASSOCIATION

Co-President

Co-President

BOARD OF EDUCATION

President

Board Secretary

ARTICLE VI - ACTIVITIES GUIDE

Detention Supervisor - WTB Detention Supervisor - SRD Eight Grade Class Advisor Eight Grade Trip Advisor Eight Grade Trip Chaperone WTB per day Eight Grade Trip Nurse-In-Charge WTB per day Eight Grade Trip Leader per day G&T (2 at WTB and 1 at SRD) Junior Honor Society Instrumental Band Lunch Detention Supv. (WTB) Intramurals (WTB) Intramurals (WTB) Intramurals - SRD and MBD Newspaper WTB Peer Homework/ Tutor Advisor (WTB)	Athletic Coordinator Anti-bullying Specialist - WTB Anti-bullying Specialist - SRD Anti-bullying Specialist - MBD Art Club - WTB Basketball Coach Basketball Supv WTB (3:15-5:15 p.m.) Before-Sch Supv.WTB&SRD (Nov-Apr) Chaperone (TBD) per event (up to 2 hours) Chaperone (TBD) per event (3+ hours) Curriculum Writing - per hour Cross Country Coach - WTB Cross Country Asst. Coach - WTB	Title
1 1 2 2 2 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	# of Positions
\$1,752 \$1,647 \$1,398 \$1,166 \$259 \$259 \$312 \$3,378 \$1,151 \$4,648 \$1,151 \$4,648 \$1,637 \$4,199 \$2,000 \$1,752 \$4,060 \$2,219	\$1,752 \$1,748 \$1,166 \$568 \$3,000 \$3,452 \$85 per game \$2,057 \$43 \$63 \$63 \$1,166 \$700	2% Compensation 2022-23
\$1,787 \$1,670 \$1,426 \$1,189 \$264 \$264 \$264 \$318 \$3,446 \$1,174 \$4,741 \$1,670 \$4,283 \$2,000 \$1,787 \$4,141 \$2,263	\$1,787 \$1,783 \$1,189 \$580 \$3,000 \$3,521 \$85 per game \$2,098 \$44 \$65 \$49 \$1,189 \$700	Compensation 2023-24
\$1,805 \$1,687 \$1,441 \$1,201 \$267 \$267 \$3,480 \$1,185 \$4,789 \$1,687 \$4,326 \$2,000 \$1,805 \$4,182 \$2,285	\$1,805 \$1,801 \$1,201 \$585 \$3,000 \$3,556 \$85 per game \$2,119 \$44 \$65 \$49 \$1,201 \$700	6 Compensation 2024-25

Yearbook – WTB	Testing Coordinator (SRD)	Testing Coordinator (WTB)	Theater Arts Asst. Director	Theater Arts Director	Teacher In Charge Supervisor Cert.	Teacher In Charge MA	Teacher In Charge BA	Student Council Advisor - WTB	Student Council Advisor - MBD	Student Council Advisor - SRD	Special Education Adm. Asst.	Safety Town*
1	,_	1	1	1			ω	1				2
\$3,500	\$1,354	\$1,894	\$2,000	\$2,500	\$1,427	\$1,211	\$998	\$1,286	\$950	\$950	\$3,248	\$712
\$3,570	\$1,381	\$1,932	\$2,000	\$2,500	\$1,456	\$1,235	\$1,018	\$1,312	\$950	\$950	\$3,313	\$726
\$3,605	\$1.394	\$1,951	\$2,000	\$2,500	\$1,470	\$1,247	\$1,028	\$1,325	\$950	\$950	\$3,346	\$733

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

Any extra-curricular activity the Board chooses to offer shall be fully staffed.

^{**}At no time shall the Teacher in Charge position be used as a long-term leave replacement for any administrator. Administrative leave resulting in more than five (5) consecutive days of absence shall result in an appropriately certified administrator assignment.

APPENDIX B 2022-23 Year 1

18	17	16	15	14	13	11-12	9-10	8	7	6	5	4	3	2	_	STEP
87,950	82,800	78,000	74,000	70,900	68,600	67,000	65,600	64,300	63,100	62,100	61,300	60,900	60,500	60,100	59,700	BA
90,300	85,150	80,350	76,350	73,250	70,950	69,350	67,950	66,650	65,450	64,450	63,650	63,250	62,850	62,450	62,050	BA 15
92,650	87,500	82,700	78,700	75,600	73,300	71,700	70,300	69,000	67,800	66,800	66,000	65,600	65,200	64,800	64,400	BA 30
95,000	89,850	85,050	81,050	77,950	75,650	74,050	72,650	71,350	70,150	69,150	68,350	67,950	67,550	67,150	66,750	MA
97,350	92,200	87,400	83,400	80,300	78,000	76,400	75,000	73,700	72,500	71,500	70,700	70,300	69,900	69,500	69,100	MA 15
99,700	94,550	89,750	85,750	82,650	80,350	78,750	77,350	76,050	74,850	73,850	73,050	72,650	72,250	71,850	71,450	MA 30
102,050	96,900	92,100	88,100	85,000	82,700	81,100	79,700	78,400	77,200	76,200	75,400	75,000	74,600	74,200	73,800	MA 45
104,400	99,250	94,450	90,450	87,350	85,050	83,450	82,050	80,750	79,550	78,550	77,750	77,350	76,950	76,550	76,150	MA 60

106,310	103,960	101,610	99,260	96,910	94,560	92,210	89,860	18
101,160	98,810	96,460	94,110	91,760	89,410	87,060	84,710	17
96,360	94,010	91,660	89,310	86,960	84,610	82,260	79,910	16
92,360	90,010	87,660	85,310	82,960	80,610	78,260	75,910	15
89,260	86,910	84,560	82,210	79,860	77,510	75,160	72,810	14
86,960	84,610	82,260	79,910	77,560	75,210	72,860	70,510	12-13
85,360	83,010	80,660	78,310	75,960	73,610	71,260	68,910	10-11
83,960	81,610	79,260	76,910	74,560	72,210	69,860	67,510	9
82,660	80,310	77,960	75,610	73,260	70,910	68,560	66,210	8
81,460	79,110	76,760	74,410	72,060	69,710	67,360	65,010	7
80,460	78,110	75,760	73,410	71,060	68,710	66,360	64,010	6
79,660	77,310	74,960	72,610	70,260	67,910	65,560	63,210	57
79,260	76,910	74,560	72,210	69,860	67,510	65,160	62,810	4
78,860	76,510	74,160	71,810	69,460	67,110	64,760	62,410	သ
78,460	76,110	73,760	71,410	69,060	66,710	64,360	62,010	2
78,060	75,710	73,360	71,010	68,660	66,310	63,960	61,610	
MA 60	MA 45	MA 30	MA 15	MA	BA 30	BA 15	ВА	STEP
							Year 2	2023-24

	88,795 93,595	91,245	00,000		
	88,795))	88 895	86,545	17
		86,445	84,095	81,745	16
	84,795	82,445	80,095	77,745	15
	81,695	79,345	76,995	74,645	13-14
	79,395	77,045	74,695	72,345	11-12
	77,795	75,445	73,095	70,745	10
78,745 81,095	76,395	74,045	71,695	69,345	9
77,445 79,795	75,095	72,745	70,395	68,045	8
76,245 78,595	73,895	71,545	69,195	66,845	7
75,245 77,595	72,895	70,545	68,195	65,845	6
74,445 76,795	72,095	69,745	67,395	65,045	5
74,045 76,395	71,695	69,345	66,995	64,645	4
73,645 75,995	71,295	68,945	66,595	64,245	3
73,245 75,595	70,895	68,545	66,195	63,845	2
72,845 75,195	70,495	68,145	65,795	63,445	_
MA 15 MA 30	MA	BA 30	BA 15	BA	STEP
				Year 3	2024-25

SIDEBAR AGREEMENT BLOOMINGDALE BOARD OF EDUCATION (BOARD) And BLOOMINGDALE EDUCATION ASSOCIATION (ASSOCIATION)

This SideBar Agreement is made this 15 day of February, 2023, between the Board and the Association.

WHEREAS, the Board and Association entered into a Collective Bargaining Agreement ("CBA") for the period of July 1, 2022 through June 30, 2025; and

WHEREAS, the Board is preparing the 2023-2024 school calendar; and

WHEREAS, both the Board and Association also believe other areas of the CBA need mid-contract amendments for purposes of scheduling and security updates;

NOW, THEREFORE, IT IS AGREED, as follows:

- 1. For the 2023-2024 school calendar only, the parties agree to modify language in the CBA in Article XV, Para. H, Teaching Hours, stating Election Day shall be an in-service day. Accordingly, Election Day in 2023 will not be a day off for the students. The Association and Superintendent will reach a mutual decision on an alternative day to close school for students for purposes of staff professional development.
- 2. The parties agree to add language to the tuition reimbursement section, Article XII, Educational Assistance Plan, so it reads "The District will open a two-month application window from April 1st or the nearest Monday schools are open if April 1st falls on a weekend to June 1st for teachers to submit classes for consideration for tuition reimbursement for the upcoming fiscal year. If the total classes and associated costs submitted during that two-month time period exceed the total allotted funds, the total available funds outlined in the contract in Art. XII, Para. A, 1., will be divided equally among all individuals that submitted completed and approved forms. Should a teacher(s) not complete a course during the year, any remaining funds will be equally divided among staff that successfully completed courses during the fiscal year. If total classes and associated costs do not exceed the total allotted funds, the previous practice will be followed until the allocated funds are exhausted. The District's Business Office will communicate to all staff which practice will be followed as soon as possible following the close of the June 1st deadline."
- 3. The parties agree to modify the language in Article XV, Para. A, that currently reads "As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or out" by hours and minutes. Teachers shall indicate their presence or lack of presence by placing a check mark in the appropriate column of the faculty "sign in and sign out" register." Should the District adopt an electronic attendance register, the parties agree to replace Para. A

with: "As professionals, teachers are expected to devote to their assignments, the time necessary to meet their responsibilities. The District utilizes an electronic method for sign in and sign out purposes only to enhance building security, and any time in/out stamps recorded by the electronic method will not and cannot be used for staff disciplinary action."

- 4. This Agreement contains the entire agreement and understanding between the parties.
- 5. The parties shall be bound by the terms and conditions of this SideBar Agreement.
- 6. The parties have entered into this SideBar Agreement freely and voluntarily.

IN WITNESS WHEREOF, the parties hereunder set their hands and seals to this Agreement effective on the __/5th day of February, 2023.

Charles Caraballo

President

Bloomingdale Board of Education

Christine Lehman

President

Bloomingdale Education Association

Dated:

Dated:

SIDE BAR AGREEMENT BLOOMINGDALE BOARD OF EDUCATION (BOARD) And BLOOMINGDALE EDUCATION ASSOCIATION (ASSOCIATION)

This Side Bar Agreement is made this ________ day of June, 2023, between the Board and the Association.

WHEREAS, the Board and Association entered into a Collective Bargaining Agreement ("CBA") for the period of July 1, 2022 through June 30, 2025; and

WHEREAS, the Board is preparing the 2023-2024 stipend assignments; and

WHEREAS, both the Board and Association also believe other areas of the CBA need mid-contract amendments for purposes of scheduling and security updates;

NOW, THEREFORE, IT IS AGREED, as follows:

- 1. The parties agree to modify the language in Appendix A Article VI Activities Guide, so it reads "Lunch Detention Supervisor (WTB) 4 Position."
- 2. The parties agree to delete the positions in Appendix A Article VI Activities Guide for:
 - Teacher in Charge BA

- Teacher in Charge MA
- Teacher in Charge Supervisor Cert.
- Peer Homework/Tutor Advisor
- 3. The parties agree to modify the language in Article XV, Para. A, to add the position of:
 - Coordinating Teacher 3 Positions (WTB, SRD, MBD)
 - Stipend Amount for Coordinating Teacher for 23/24 \$1,500
- 4. The parties agree to modify the language in Appendix A Article VI Activities guide, so it reads "Homework Club Teacher (WTB) 2 Positions \$2,000."
- 5. This Agreement contains the entire agreement and understanding between the parties.
- 6. The parties shall be bound by the terms and conditions of this Side Bar Agreement.
- 7. The parties have entered into this Side Bar Agreement freely and voluntarily.

IN WITNESS WHEREOF, the parties hereunder set their hands and seals to this Agreement effective on the day of June, 2023.

Charles Caraballo

President

Bloomingdale Board of Education

Dated:

Christine Lehman

Co - President

Bloomingdale Education Association

Dated:

Debra Sondermeyer

Co - President

Bloomingdale Education Association

Dated: